

**AGENDA OF THE REGULAR MEETING
BOARD OF TRUSTEES
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
325 S. Peck Ave., Manhattan Beach, CA 90266**

June 16, 2010

5:30 PM Reception for Dr. Beverly Rohrer

6:00 PM Closed Session

6:30 PM Regular Open Session

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Nancy Bogart, at 310-318-7345, ext. 5902, for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Writings related to a Board meeting agenda item that are distributed to at least a majority of Board members less than 72 hours before a noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District office, 325 S. Peck Avenue, Manhattan Beach, CA 90266. Such writings may also be available on the District's website. (Government Code §54957.5 (b)).

A. CALL TO ORDER (5 minutes)

1. Call to Order (6:00)
2. Recess to Closed Session
3. Reconvene Open Session (6:30)
4. Pledge of Allegiance
5. Report from Closed Session
6. Approval of Agenda

B. ANNOUNCEMENTS AND COMMUNICATIONS (60 Minutes)

1. Public Comment Regarding Agenda
The purpose of this section is to permit any person in the audience to make a statement to the Board of Trustees on items on the Agenda. Persons are limited to three (3) minutes for their communication, unless the Board deems otherwise. The President will conclude the Public Comment after a reasonable length of time and proceed with the Agenda. The Board may, at its discretion, permit statements on items not on the Agenda, but pertaining to the school district, if appropriate and not an impediment to the efficiency and orderliness of the meeting; no action shall be taken on any item not appearing on the Agenda.
2. Public hearings will be held on the following items:
 - a. 2010/2011 Budget
 - b. Public Hearing on the SBX3 4 Tier III flexibility to transfer various Tier III program funding to the Unrestricted General Fund to backfill the loss of revenue limit to balance the budget for 2010-2011.
3. The following Manhattan Beach Unified School District's retirees will be recognized:

Robert Giambra, MCHS, 40 Years of Service
Becky Hausken, Pennekamp, 42 Years of Service
Allen Hillger, MCHS, 27 Years of Service
Janet Johnson, MBMS, 12 Years of Service

Beverly Read, MBMS, 37 Years of Service
Beverly Rohrer, Superintendent, 4 Years of Service
Monica Turney, MBMS, 15 Years of Service

4. Recognition of MCHS Principal, Julie Ruisinger
5. The Teacher Spotlight for June will be on Sandra Rumble, from Pennekamp Elementary School.
6. Board Member Announcements

C. PRESENTATION/DISCUSSION ITEMS (40 Minutes)

Members of the audience may request to speak on any item(s), prior to discussion by the Board. Speakers will have one (1) minute to address the Board.

- | | |
|-----------------------------|---|
| Schneider
Seaton | 1. Update on the Elementary ExCEL Model for Reading Instruction |
| Rohrer
Romines | 2. South Bay Adult School, Then and Now |
| Romines | 3. Surplus Property Update/Auditorium Renovation |

D. PRESENTATION/ACTION ITEMS (25 Minutes)

Members of the audience may request to speak on any item(s), prior to action by the Board. Speakers will have one (1) minute to address the Board.

- | | |
|------------------------|--|
| Romines
1-5 | 1. Adopt 2010-11 MBUSD Budget |
| Seaton
6 | 2. Approve Consolidated Application, Part I, 2010-2011 |

E. CONSENT CALENDAR (15 Minutes)

Items included in this section are considered routine and customary school district business. Any Board member or member of the audience may request that any consent item(s) be removed, discussed, and acted upon separately.

General

- | | |
|-------------------------|---|
| Seaton
7-17 | 1. Approve contract with Illuminate Education for a Data and Assessment Management System. The three-year \$77,844.00 cost (\$25,948.00 annual cost), will be covered entirely by federal ARRA funds. There is no impact to the general fund. |
| Seaton
18-19 | 2. Approve new course proposals for Chinese I and II at Manhattan Beach Middle School. |
| Seaton
20-22 | 3. Approve new course proposal for the Chevron Futures Institute for the Advancement of Young Women in Science, Mathematics, and Technology. |
| Seaton
23-24 | 4. Approve Mira Costa High School courses to qualify for Physical Education credit. |

- Schneider 25-30** 5. Ratify District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Excelsior Youth Center. Contract is necessary due to a change in placement, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from June 9, 2010, through June 30, 2010. Amount not to exceed \$1,136.25. This is within planned budget for services. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. No change to overall budget.
- Schneider 31-32** 6. Ratify Amendment to Student Services Special Employment Agreement for 2009/10 fiscal year with Pam Ajang, Ph.D., to provide educational consultant services, for the period March 29, 2010, through June 30, 2010. The amount is within the planned budget for services, therefore no change to existing overall budget. Amount not to exceed \$3,412.50. Funds to be paid from Special Education account, #01.0-65000.0-57500-31200-5850-0000052. This item has been budgeted.
- Schneider 33-34** 7. Ratify **amendment** to Student Services Special Employment Agreement for 2009/10 fiscal year with Robin Shipley, M.S., Autism Specialist, to add to the contract to provide social skills training for transition students, parents, general education teachers, special education teachers and aides, and the home program in the area of autism, as mandated by Individual Education Plan (IEP) team meetings. Amount not to exceed \$50,700.00. This is an increase of \$3,900.00. Amount is within planned budget for services. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.
- Schneider 35-36** 8. Approve Student Services Special Employment Agreement for 2010/11 fiscal year with Sonia Dickson-Bracks, Autism Specialist, to provide training for parents, general education teachers, and aides. And, to provide consultant assistance with the home program in the area of autism. In addition, she will provide after-school social skills groups and assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2010, through June 30, 2011. The amount is within the planned budget for services. Amount not to exceed \$88,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.
- Schneider 37-38** 9. Approve Student Services Special Employment Agreement for 2010/11 fiscal year with Amy Jamba, M.S., Board Certified Behavior Analyst (B.C.B.A.), to provide behavior analysis and consultant services from July 1, 2010, through June 30, 2011. Contract is effective from July 1, 2010, through June 30, 2011. The amount is within the planned budget for services. Amount not to exceed \$72,150.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.
- Schneider 39-40** 10. Approve Student Services Special Employment Agreement for 2010/11 fiscal year with Robin Shipley, M.S., Autism Specialist, to provide social skills training for students, parents, teachers, aides, and home program in the area of autism; and conduct social skills groups while providing assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2010, through June 30, 2011. The amount is within the planned budget for services. Amount not to exceed \$63,960.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.
- Schneider 41** 11. California High School Exit Exam (CAHSEE) Waiver of Test Passage for Special Education Student for three students identified by numbers 030001038, 920006429, and 010002029, as prescribed in Education Code Section 56101.

12. Receive for review and adoption Sports Hot Weather Guidelines, as recommended by Manhattan Beach Medical Advisory Board, for inclusion in Coach's Handbook.

Hall

Personnel

13. Approve resignation/retirement of classified personnel at effective dates listed:

Brunkhardt, Norma, Computer Lab Specialist, Perm., Grand View, 12.5% time, effective 06/24/10 (Retirement)

Challender, Julianne, Human Resources Technician, Perm., D.O., 100% time, effective 07/01/10 (Resignation)

Doll, Kamrin, Administrative Secretary – Non Confidential, Perm., D.O., 100% time, effective 07/01/10 (Resignation)

Dunlap, Julia, Occupational Therapist, Perm., Student Services, 40% time, effective 06/30/10 (Resignation)

Foley, Alicia, IBI, Perm., MCHS, 81.25% time, effective 06/24/10 (Resignation)

Johnson, Janet, MBMS, Perm, 100% time, effective 10/29/2010 (Retirement)

Potvin, Dennis, Building Trades Specialist – Stage Manager, Perm., MCHS, 75% time, effective 07/01/10 (Resignation)

Rogers, Carly, Occupational Therapist, Perm., Student Services, 60% time, effective 08/09/10 (Resignation)

Rudinica, Brittany, Health Care Specialist, Student Services, 87.5% time, effective 07/01/10 (Resignation)

14. Ratify leave of absence for classified employees at effective dates as listed:

Adams, Michele, IBI, MBMS (Contract Article 6) effective 05/25/10 – 06/14/10

John, Jenee, Food Service Assistant I, MCHS, (Contract Article 6) effective 06/01/10 – 06/11/10

15. Ratify employment of Sarasty, Tatiana, to serve as substitute and/or short term/intermittent, district wide, effective 05/19/10.

16. Ratify employment of Larry, Lisa Davis, certificated substitutes at current rate of pay, eff. 5/21/10.

17. Accept retirement/resignation of certificated staff as follows:

Brown, William, MCHS, eff. 6/24/10 (Resignation)

Giambra, Robert, eff. 6/24/10 (Retirement)

Hernandez, Leslie, eff. 5/31/10 (Resignation)

Hillger, Allen, eff. 6/24/10 (Retirement)

Read, Beverly, eff. 6/24/10 (Retirement)

Rohrer, Beverly J., Superintendent of Schools, eff. 6/30/10 (Resignation)

Ruisinger, Julie, Principal, MCHS, eff. 6/30/10 (Resignation)

Thomson, Lauren, eff. 6/24/10 (Resignation)

Turney, Monica, eff. 6/24/10 (Retirement)

Romines **Business**

- 47-52 18. Approve giving the County Superintendent of Schools authority to move funds between major object codes as needed to balance the budget at year-end.
- 53 19. Reject claim against a public entity from Nikki Tolt, Attorney-at-Law, on behalf of a minor.
- 54-57 20. Approve Agreement for Special Services with School Services of California, Inc., for 2010-2011. The fee of \$3,120.00 annually, plus expenses, will be paid from acct. #01.0-00000.0-00000-73000-5890-0000114.
- 58-67 21. Approve the contract between Energy Education and Manhattan Beach Unified School District.
- 68-69 22. Adopt Resolution No. 2010-9, Utilizing Flexibility Authorized by SBX3 4.
- 70-72 23. Accept Developer Fees for the month of May 2010.

F. PUBLIC AND STAFF SUBMITTED ITEMS

(This section includes topics submitted in writing by citizens, staff, or students ten (10) working days prior to the Board meeting, by 12:00 noon, [MBUSD Board Bylaw 9322, Agenda/Meeting Materials]. Each person submitting a topic will be allocated a maximum of three (3) minutes in which to address the Board. Some topics may be given additional time, at the Board's discretion. This section of the agenda does not take the place of the public comment section, which follows later. The requirement for advance submission of topics allows for better agenda planning, improved staff response and eliminates the Brown Act restriction against Board discussion of unagendized topics that would otherwise exist.)

- Wilson** 1. Pennekamp's School Schedule (**MBUTA**)

G. BOARD BUSINESS (20 Minutes)

- 73-78 1. Adopt **REVISED** Board Policy 5145.3, Nondiscrimination/Harassment.
- 79-86 2. Review **REVISED** Administrative Regulation 5141.4, Child Abuse Prevention and Reporting
- 87-117 3. Review **REVISED** Administrative Regulation 5144.1, Suspension and Expulsion/Due Process
- 118-126 4. Review **REVISED** Administrative Regulation 5144.2, Suspension and Expulsion/Due Process (Students with Disabilities)

H. SUPERINTENDENT/CABINET REPORT (10 Minutes)

- 1. Other Items as Presented

I. PUBLIC COMMENTS (5 minutes)

As a courtesy, please complete the Public Comment card and give it to the Recorder before the beginning of this meeting. You will have three (3) minutes to speak.

J. ITEMS FOR FUTURE DISCUSSION/ACTION

K. ADJOURNMENT

CLOSED SESSION AGENDA

June 16, 2010

6:00 PM

1. Conference with District labor negotiator Steve Romines regarding MBUTA negotiations, per Government Code Section 54957.6.
2. Public Employee Performance Evaluation (Principal), per Government Code Section 54954.5(e).
3. Student matter as authorized under Education Code §48912 and Government Code §35146 for discipline or any action against student that would result in release of confidential student information.
4. Conference with Legal Counsel - Existing Litigation, pursuant to subdivision (a) of Government Code Section 54956.9. Case no. EEOC Charge No. 480-2010-00949

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
CALENDAR OF EVENTS**

(Note: These dates are subject to change)

JUNE

June 16, 2010, 6:30 PM
Board Meeting

June 22, 2010
MBMS Promotion

June 23, 2010
Last Day of School

June 24, 2010
MCHS Graduation

June 28, 2010
Begin 4/10 Work Schedule at District Office

JULY

July 2, 2010
District Office Closed

July 5, 2010
Holiday

July 9, 2010
District Office Closed

July 16, 2010
District Office Closed

July 21, 2010
Board Meeting

July 23, 2010
District Office Closed

July 30, 2010
District Office Closed

AUGUST

August 6, 2010
District Office Closed

August 13, 2010
District Office Closed

August 20, 2010
District Office Closed

August 25, 2010
Board Meeting

SEPTEMBER

September 1, 2010
First Day of School

September 4, 2010, 6:30 PM
Board Meeting

September 6, 2010
Labor Day Holiday

September 18, 2010, 6:30 PM
Board Meeting

OCTOBER

October 6, 2010, 6:30 PM
Board Meeting

October 20, 2010, 6:30 PM
Board Meeting

NOVEMBER

November 3, 2010, 6:30 PM
Board Meeting

November 11, 2010
Veteran's Day Holiday

November 17, 2010, 6:30 PM
Board Meeting

November 22-26, 2010
Thanksgiving Recess

DECEMBER

December 8, 2010, 6:30 PM
Board Meeting

December 20-31, 2010
Winter Recess

JANUARY

January 12, 2011, 6:30 PM
Board Meeting

January 17, 2011
MLK Holiday

FEBRUARY

February 2, 2011, 6:30 PM
Board Meeting

February 16, 2011, 6:30 PM
Board Meeting

February 21-25, 2011
District Recess

D. **PRESENTATION/ACTION ITEMS**

1. **TITLE:** Approve the Manhattan Beach Unified School District 2010/11 Adopted Budget

BACKGROUND:

Pursuant to Education Codes, 42130 and 42131 the Board is required to adopt by June 30th of each year a budget that projects revenues and expenses for the budget year.

Upon adoption by the Board, the 2010/11 Adopted Budget is sent to the Los Angeles County Office of Education to comply with their over site requirements. From there it will be sent to the State of California, Department of Finance for final approval.

ACTION RECOMMENDED: Approve the Manhattan Beach Unified School District 2010/11 Adopted Budget

PREPARED BY: Steve Romines

DATE OF MEETING: June 16, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

2010/11 ADOPTED BUDGET EXECUTIVE SUMMARY

This executive summary provides interesting and informative details about the 2010/11 combined adopted budget.

Education code sections 42130 and 42131 require that by June 30th of each year the Board of Education adopt a budget that reflects best estimates of revenues and expenditures for the up coming school year.

Total combined budgeted revenues for 10/11 are projected to be \$47,314,854. This amount reflects an expected overall net decrease of (\$5,012,693) when compared to the 09/10 Estimated Actuals. State Revenue was the only area that posted a small increase of \$216,967 due to adjustments in CSR and flexibility estimates. All other revenue components reflected planned reductions when compared to 09/10. The local revenue reduction of (\$3,237,039) was due to our budgeting practice of omitting all one time monies from PTAs, ASB, Booster Clubs and donations from the Adopted Budget. Federal revenue of (\$1,867,299) was due to the removal of the ARRA one time monies. And the revenue limit decrease of (\$125,322) was from Prop 98 calculations.

Total combined budgeted expenditures of \$50,449,867 reflect a decrease of \$3,680,882 when compared to 09/10 Estimated Actuals.

Certificated and Classified salaries combine for a net decrease of (\$1,489,339) largely due to layoff notices. A net increase in the Benefits budget of \$205,018 is due to increased health and welfare costs mitigated by lower estimates due to layoff notices.

Decreases in Supplies and Services totaling (\$2,354,800) were required to offset the one time funds reductions from Local revenue. Lastly the small net decrease in Other Outgo was due to reductions in the district's ROP revenue allocation.

The adopted budget reflects Total Expenditures outpacing Total Revenues by a planned (\$3,135,013). About \$1,800,000 of this excess of expenditures is an attempt to spread budget reductions over two years to eliminate a large one year reduction that would devastate 10/11 instructional programs and create instability in fund raising efforts. The remaining (\$1,331,811) is comprised of about \$800,000 ARRA expenditures with the ARRA revenue being included in the beginning fund balance. About \$200,000 is from expenditures usually pickup by the BCHD. That budget was not available to meet the district's adopted budget timeline so only a small amount of revenue was included. The remaining amount is largely due to additional estimates for special education costs.

After the excess of (\$3,135,013) is applied to the Beginning Fund Balance of \$9,490,754 the projected ending fund balance for 10/11 is estimated to be \$6,355,741

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
09/10 2ND INTERIM AND 1ST INTERIM UNRESTRICTED/RESTRICTED COMBINED BUDGET SUMMARY

	Estimated Actuals 2009/10	Adopted Budget 2010/11	Difference	
	Combined	Combined	Combined	
Budgeted Revenue				
Revenue Limit	\$ 33,217,047	\$ 33,091,725	\$ (125,322)	additional loss of revenue limit
Federal Revenue	\$ 2,915,837	\$ 1,048,538	\$ (1,867,299)	removed ARRA special ed funds
State Revenue	\$ 7,239,096	\$ 7,456,063	\$ 216,967	increase in CSR and flexibility revenue
Local Revenue	\$ 8,955,567	\$ 5,718,528	\$ (3,237,039)	removed asb, pla, booster one time funds
Total Projected Revenues	\$ 52,327,547	\$ 47,314,854	\$ (5,012,693)	
Expenditures				
Certificated Salaries	\$ 24,851,325	\$ 23,217,988	\$ (1,633,337)	net effect of layoffs of teacher and pupil support positions
Classified Salaries	\$ 7,171,613	\$ 7,315,611	\$ 143,998	largest contributor to increase: sp ed instructional aides
Benefits	\$ 8,189,629	\$ 8,394,647	\$ 205,018	net increase due to statutory, retirement and H/W
Books/Supplies	\$ 3,614,303	\$ 1,788,501	\$ (1,825,802)	largest contributor to net decrease: one time funds
Services	\$ 7,844,988	\$ 7,315,990	\$ (528,998)	largest contributor to decrease: one time funds
Capital Outlay	\$ -	\$ -	\$ -	
Other Outgo	\$ 2,458,891	\$ 2,417,130	\$ (41,761)	net decrease in district ROP allocation
Transfers of indirect/direct costs	\$ -	\$ -	\$ -	
Budgeted Expenditures	\$ 54,130,749	\$ 50,449,867	\$ (3,680,882)	
Excess of Revenues over Expenditures	\$ (1,803,202)	\$ (3,135,013)	\$ (1,331,811)	expenses for ARRA carry over and some expenses to be covered by BCHD
Contributions, Sources and Uses				
Total Sources and Uses	\$ -	\$ (3,135,013)	\$ (3,135,013)	
Net Increase or Decrease in Fund Balance	\$ (1,803,202)	\$ (3,135,013)	\$ (3,135,013)	
Beginning Fund Balance	\$ 11,293,956	\$ 9,490,754	\$ 6,355,741	
Ending Fund Balance	\$ 9,490,754	\$ 6,355,741	\$ 6,355,741	
Components of Ending Balance				
AB 1200 3% Reserve for Economic Uncertainty	\$ 1,623,922	\$ 1,513,496	\$ 1,513,496	
Restricted Ending Balance	\$ 782,315	\$ -	\$ -	
Total EFB Components	\$ 2,406,237	\$ 1,513,496	\$ 1,513,496	
Unappropriated Ending Fund Balance	\$ 7,084,517	\$ 4,842,245	\$ 4,842,245	

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

09/10 2ND INTERIM AND 1ST INTERIM BUDGET UNRESTRICTED REVENUE AND EXPENDITURE SUMMARY

	Estimated Actuals 2009/10	Adopted Budget 2010/11
Budgeted Revenue	Unrestricted	Unrestricted
Revenue Limit	\$ 32,472,340	32,349,575
Federal Revenue	\$ -	-
State Revenue	\$ 4,553,756	4,779,984
Local Revenue	\$ 2,378,800	714,722
Total Projected Revenues	\$ 39,404,896	37,844,281
Expenditures		
Certificated Salaries	\$ 19,760,258	18,501,169
Classified Salaries	\$ 3,854,660	3,574,096
Benefits	\$ 6,042,244	6,032,468
Books/Supplies	\$ 1,534,817	1,177,636
Services	\$ 2,836,413	2,634,432
Capital Outlay	\$ -	-
Other Outgo	\$ 595,173	414,830
Transfers of indirect/direct costs	\$ (58,615)	-
Budgeted Expenditures	\$ 34,564,950	32,334,631
Excess of Revenues over Expenditures	\$ 4,839,946	5,509,650
Net Contributions, Sources and Uses	\$ (5,643,339)	(7,862,352)
Total Sources and Uses	\$ (5,643,339)	(7,862,352)
Net Increase or Decrease in Fund Balance	\$ (803,393)	(2,352,702)
Beginning Fund Balance	\$ 9,511,836	8,708,443
Projected Ending Balance	\$ 8,708,443	6,355,741

f.

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

09/10 2ND INTERIM AND 1ST INTERIM BUDGET
RESTRICTED REVENUE AND EXPENDITURE SUMMARY

	Estimated Actuals 2009/10	Adopted Budget 2010/11
	Restricted	Restricted
Budgeted Revenue		
Revenue Limit	\$ 744,707	\$ 742,150
Federal Revenue	\$ 2,915,837	\$ 1,048,538
State Revenue	\$ 2,685,340	\$ 2,676,079
Local Revenue	\$ 6,576,767	\$ 5,003,806
Total Projected Revenues	\$ 12,922,651	\$ 9,470,573
Expenditures		
Certificated Salaries	\$ 5,091,067	\$ 4,716,819
Classified Salaries	\$ 3,316,953	\$ 3,741,515
Benefits	\$ 2,147,385	\$ 2,362,179
Books/Supplies	\$ 2,079,486	\$ 610,865
Services	\$ 5,008,575	\$ 4,681,558
Capital Outlay	\$ -	\$ -
Other Outgo	\$ 1,863,718	\$ 2,002,300
Transfers of indirect/direct costs	\$ 58,615	\$ -
Budgeted Expenditures	\$ 19,565,799	\$ 18,115,236
Excess of Revenues over Expenditures	\$ (6,643,148)	\$ (8,644,663)
Net Contributions, Sources and Uses	\$ 5,643,339	\$ 7,862,352
Total Sources and Uses	\$ 5,643,339	\$ 7,862,352
Net Increase of Decease to Fund Bal	\$ (999,809)	\$ (782,311)
Beginning Fund Balance	\$ 1,782,120	\$ 782,311
Ending Fund Balance	\$ 782,311	\$ -

D. PRESENTATION/ACTION ITEMS

2. **TITLE:** Consolidated Application, Part I, 2010-2011

BACKGROUND: The Consolidated Application must be submitted to the California Department of Education (CDE) for the District to receive funds for categorical programs. The application is submitted in two parts for each school year of funding. Following Board approval, Part I is to be submitted by June 30, 2010, indicating which programs will be implemented at eligible schools. Part I of the application indicates the Manhattan Beach Unified School District requests participation in federal programs including: Title I Basic Grant (Low Income/Low Achieving students) and Title II, Part A (Teacher and Principal Training and Recruiting). State programs include Economic Impact Aid. Other state programs, previously part of the Consolidated Application, are included as part of the Tier III Flexibility programs. Federal guidelines also allow local non-profit private schools to participate with the public school district in federal programs.

As a requirement of the *No Child Left Behind Act (NCLB)* legislation, the District continues to make the necessary adjustments and modifications to meet continuing legislative provisions of the aforementioned programs.

Copies of a draft version of the Consolidated Application, Part I are available online at www.mbusd.org and in the lobby of the District Office located at 325 S. Peck Avenue, Manhattan Beach.

FISCAL IMPACT: Submission of this application to the California Department of Education is required to receive apportionments for state and federal programs.

ACTION RECOMMENDED: Approval is requested.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: June 16, 2010

E. CONSENT CALENDAR

1. **TITLE:** Contract with Illuminate Education for a Data and Assessment Management System

BACKGROUND: Currently the District has no data and assessment management system, making it extremely difficult for teachers and administrators to examine students' assessment data to target instruction. Mira Costa's WASC visitation team strongly recommended the purchase of a data and assessment system to provide MCHS staff and administration with the means of reviewing students' progress as individuals and in groups on a variety of assessments including CST, CAHSEE, departmental exams, etc. Districts such as Palos Verdes Peninsula USD, Torrance USD, Redondo Beach USD, and others have used these types of systems for the past several years and report very positive outcomes for students and staff as a result. A data and assessment system would help guide classroom instruction, identify individual student needs for retesting, intervention, and acceleration, determine student growth and performance relative to grade level expectations, and guide future staff development.

In a conversation earlier this school year, Glendale Superintendent Dr. Michael Escalante recommended that MBUSD District staff contact Lane Rankin, the creator of Data Director, a highly successful data and assessment management system. Mr. Rankin has recently launched a new company, Illuminate Education. In addition to the data and assessment piece that incorporates the features of Data Director, this company has developed a student information system that is similar to the Aeries system that the District currently operates.

The three-year contract being considered by the Board includes Illuminate Education's Data and Assessment piece for all school sites as well as a full day of training. If the District opts to add the student information system for one or more schools as a pilot, the additional cost would be \$2.00 per student.

FISCAL IMPACT: The three-year \$77,844.00 cost (\$25,948.00 annual cost) for Illuminate Education's data and assessment management system will be covered entirely by federal ARRA funds. There will be no impact to the general fund.

ACTION RECOMMENDED: Approval is recommended.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: June 16, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Illuminate Education

4740 Green River Road, Ste 305
Corona CA 92880

Manhattan Beach Unified
Carolyn Seaton
325 S. Peck Avenue
Manhattan Beach CA 90266

Date: 06/09/10
Reference #: 2010-0024

The district may choose to use the student information system components at any time for an additional \$2 per student per year.

Title	Description	Quantity	Unit Price	Line Total
Illuminate DnA with Gradecam, 2010-2011	Annual Fee	6487.0	\$4.00	\$25,948.00
Training	1 Day Included	2.0	\$0.00	\$0.00
Unlimited phone and email support	Included in annual fee	1.0	\$0.00	\$0.00
Unlimited data imports	Included in annual fee	1.0	\$0.00	\$0.00

Questions: 951-739-0186 or
info@illuminateEd.com

Sub Total:	\$25,948.00
Proposal Total:	\$25,948.00

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Agreement entered into effective as of June 17, 2010 by and between Illuminate Education, Inc., a California Corporation (“Vendor”) and Manhattan Beach Unified School District (“District”).

RECITALS

WHEREAS, District is desirous of obtaining a Software System for data and assessment management

WHEREAS, the vision of District is to implement a web-based Data and Assessment Management system and

WHEREAS, Vendor is specially skilled, trained, experienced and competent to render the services and advice described above, and District requires these services and advice.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be from July 1, 2010 through June 30, 2013. After that date, District may, at its sole discretion, continue to license the Software and receive maintenance and support services at the annual license fees generally being charged by Vendor.
2. License of Illuminate Data and Assessment (DnA) software. Vendor hereby licenses its Illuminate Data and Assessment (DnA) software (“Software”) to District. District and District employees may use the Software for each of the locations listed on Exhibit “A” attached to this Agreement. As new schools sites are added throughout the District, District and district employees will be provided access to the Software for those sites. The District may not use the Software outside the District and may not transfer, sublicense or assign its rights under this license to any other party.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.
4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District, Vendor or any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Task List. A preliminary list of tasks and associated completion dates are set forth on Exhibit “B” attached to this Agreement.
6. Hosting. District’s data will be hosted on Vendor’s server (included in the annual fee).

7. Importing of Data. Vendor shall import District's data into the Software within 45 business days after the receipt of useable data.
8. Training. Vendor shall provide the following training services to District:

Training Services

Services	Date
Training to District in the basic use of the Software to be presented as both parties mutually agree	TBD

- (a) Additional Training and Services. Upon written request and authorization by District, Vendor shall conduct additional training and provide additional services to District at \$120 per hour for custom development or \$1,900 per day for training after initial training, if any, is exhausted.
 - (b) Ownership of Data. District shall retain ownership of all data in the Software.
9. Responsibilities of District. District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement.
10. License Fees Vendor will host Illuminate district reporting system and District will pay annual license fees for products and options listed below:

Products/ Services --Timeline/Dates

Product/Service	Time	Cost
Illuminate DnA with GradeCam (\$4 per student per year) <i>The district may choose to use the student information system components at any time for an additional \$2 per student per year.</i>	Paid annually	\$25,948 (Estimated based on 6,487 students)
Illuminate DnA with GradeCam, 2011-2012 (\$4 per student per year) <i>The district may choose to use the student information system components at any time for an additional \$2 per student per year.</i>	Paid annually	\$25,948 (Estimated based on 6,487 students)
Illuminate DnA with GradeCam, 2012-2013 (\$4 per student per year)	Paid annually	\$25,948 (Estimated)

<i>The district may choose to use the student information system components at any time for an additional \$2 per student per year.</i>		based on 6,487 students)
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License fees shall be due and payable within 30 days of receipt of an invoice from Vendor. In the event the District fails to pay the license fees or any other amounts due hereunder when due, upon notice from Vendor, District agrees to immediately cease using the Software and Vendor will have no further obligation to provide any maintenance or support to District.

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.
- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, copyrights, patents infringements, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (i) where such injury, death, loss, or damage is due to the acts or omissions of Vendor, its agents, servants, or employees; and (ii) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of the District or its agents, servants, or employees.

13. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes which may arise.

14. Default. The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the “defaulting party” shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
15. Force Majeure. If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements. (Including termination of this Agreement.)
16. Termination. Both the District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. The District or Vendor may terminate this Agreement by delivering written notice of election to terminate at least 60 days prior to the termination date. In addition, both District and Vendor may terminate this Agreement immediately upon any material default by delivering written notice of election to terminate prior to the termination date. The parties hereby agree that in the event of the termination of this Agreement, any and all funds due to Vendor by District shall be paid by District within 90 days of the date of termination.
17. Proprietary Rights. District acknowledges that the Software licensed hereunder, and any designs, inventions or ideas provided to Vendor as a result of District’s use of the Software, contain valuable trade secrets, proprietary and confidential information which are the unrestricted proprietary rights of Vendor (“Confidential Information”). District agrees that it will not use this Confidential Information in any way not allowed by this Agreement, that it will not disclose this Confidential Information to anyone other than its own employees who require access, that it will maintain and protect the confidentiality of this Confidential Information, and that it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer the Software, or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if it:
 - (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District; or

- (b) is known to District without restriction as to further disclosure when received; or
 - (c) is independently developed by District as demonstrated by written records; or
 - (d) becomes known to District from a third party (other than Illuminate Education) who had a lawful right to disclose it and without breach of its Agreement; or
 - (e) is disclosed to a third party pursuant to the authority of District hereunder; or
 - (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.
18. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access. Upon termination of the Agreement, Vendor shall return all student data to the District within 30 days and shall destroy any and all backup copies of said data.
19. Confidentiality. All communications and information obtained from District relating to this Agreement are confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District, and District shall return all confidential information received from Vendor, within 30 days and shall destroy any and all backup copies of said confidential information.
20. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party

from using any other right or remedy available under this Agreement as cure of any default or for any later default.

21. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
22. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
23. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Manhattan Beach Unified School District
325 S. Peck Ave
Manhattan Beach, CA 90266

To Vendor: Lane Rankin, CEO
Illuminate Education, Inc.
4740 Green River Road, Suite 305
Corona CA 92880

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
25. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
26. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.
27. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and

14.

understandings in connection with this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and Illuminate Education, Inc., have entered into this Agreement as of the Effective Date.

Dated: **ILLUMINATE EDUCATION, INC.**

By: _____
Lane Rankin, CEO

Dated: **MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**

By: _____
Print: _____
Its: _____

EXHIBIT "A"

LOCATIONS LICENSE APPLIES

Manhattan Beach Unified School District

Grand View Elementary School

Meadows Elementary School

Pacific Elementary School

Pennekamp Elementary School

Robinson Elementary School

Manhattan Beach Middle School (MBMS)

Mira Costa High School

Manhattan Beach Preschool

EXHIBIT "B"

TASK LIST

Date	Task
June 2010	Initial Implementation Meeting (Data conversion, Customizations)
June-July 2010	Data Conversion and Imports
August 2010	District begins using Illuminate DnA system

17.

E. CONSENT CALENDAR

2. **TITLE:** New Course Approvals --Chinese I and II at Manhattan Beach Middle School

BACKGROUND: A survey of world languages at several public and private high schools and middle schools revealed that many of the schools with which Manhattan Beach Middle School and Mira Costa High School are compared offer at least one Asian language as part of their world language program.

Dr. Lily Chang of San Diego State University is interested in developing a partnership with MBUSD whereby a California credentialed teacher of Chinese would provide Chinese instruction to students at Manhattan Beach Middle School for one period a day via teleconferencing. Furthermore, a volunteer teacher from China would be provided who could reinforce the instruction provided by the credentialed teacher.

In order to provide Chinese as a language offering at MBMS, the following Board approvals must occur:

- Chinese I and II as new courses
- Agreement between the San Diego State University sponsored Confucius Institute and MBUSD to offer a California credentialed teacher of Chinese at no cost to the District
- Chinese language textbooks/instructional materials published in the United States for use by students enrolled in the course

We will want to ensure that a Chinese II class will be offered for eighth grade students in 2011-2012 so they can complete a first year high school equivalent Chinese course by the end of eighth grade and be ready for the next level, Chinese III/IV, at Mira Costa High School in 2012-2013.

If the necessary agreements and approvals occur prior to the beginning of the 2010-2011 school year, Mr. Jackson will inform the parents of the seventh grade students that a new language course has been added, and students will be able to enroll in the course in lieu of taking Spanish or French.

FISCAL IMPACT: There will be costs incurred to purchase instructional materials for thirty students and the volunteer teacher. There will be no personnel costs for the first year of the program.

ACTION RECOMMENDED: Approve Chinese I and Chinese II as new courses.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: June 16, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

**New Course Proposal
Manhattan Beach Middle School**

Course Title: **Chinese I and Chinese II** Grade Level: 7-8

Length of Course: **One year each for Chinese I and Chinese II**

Prerequisite: **For Chinese II, students will need to have successfully completed Chinese I the prior year.**

Required or Elective: **One period of world languages is required of most seventh and eighth grade students at MBMS.**

Requires new instructional materials: **Yes**

If yes, cost and type of materials: **Typical world language textbooks cost \$75 per pupil edition. Workbooks usually cost \$15-\$20 each.**

If yes, is funding for new materials secured? **No**

If yes, source of funding: **Instructional materials account from the general fund**

Requires new equipment or facilities: **Requires use of teleconferencing system to be purchased for MBMS through the STEM grant from Chevron.**

If yes, cost and type of equipment and/or facilities secured? **Yes**

If yes, source of funding: **Chevron STEM grant (use of classroom equipped with teleconferencing system)**

Anticipated date for initial implementation: **Fall, 2010**

Anticipated student enrollment: **20-30 in the first year for Chinese I**

Narrative:

(Less than 250 word narrative describing the learning outcomes expected in the course and a general description of the learning outcomes expected in the course and a general description of the learning activities that would characterize the course.)

If approved, these courses will teach the beginning fundamentals of the Chinese language with an emphasis on both the spoken and written language. Students will be exposed to vocabulary, grammar, and culture. Like Spanish and French at Manhattan Beach Middle School, Chinese I will teach the first semester of a first year high school Chinese class to seventh grade students, and Chinese II will teach the second semester of the course to eighth grade students. By the time students complete the eighth grade, they will have completed the equivalent of the first year of high school Chinese and will be prepared to take Chinese III/IV at Mira Costa High School in 2012-2013.

The District recommends offering Chinese I to seventh grade students in 2010-2011, Chinese II to eighth grade students in 2011-2012, and Chinese III/IV at Mira Costa High School beginning in 2012-2013.

E. CONSENT CALENDAR

3. **TITLE:** New Course Approval for the Chevron Futures Institute for the Advancement of Young Women in Science, Mathematics, and Technology

BACKGROUND: In the Fall of 2009, District personnel submitted a grant request to Chevron to fund the establishment of an elective course, the Chevron Futures Institute for the Advancement of Young Women in Science, Mathematics, and Technology.

In 2007, the U.S. Department of Education issued a report entitled *Encouraging Girls in Math and Science*¹. According to this report, although there is a general perception that men outperform women in math and science, researchers have found that the differences between women's and men's math and science related abilities are much more subtle and complex. A review of the postsecondary paths pursued by men and women as recently as 2004 highlights some staggering differences between the genders. In 2004, women earned 58 percent of *all* bachelor's degrees, 78 percent of bachelor's degrees in psychology, 62 percent in biological sciences, 51 percent in chemistry, 46 percent in mathematics, 25 percent in computer science, 22 percent in physics, and 21 percent in engineering. The pattern for master's degrees is similar to that for bachelor's degrees. However, at the doctoral level, gender imbalances become more prevalent, including math and chemistry. In 2004, women earned 45 percent of all doctoral degrees, but they earned less than one-third of all doctoral degrees in chemistry, computer sciences, math, physics, and engineering. This disproportionate representation in math and science graduate degrees is also reflected in math and science career pathways. While women make up nearly half of the U.S. workforce, they comprise only 26 percent of the science and engineering workforce.

The goal of this new course is to provide middle school students with female mentors, both professionals and college students majoring in STEM fields, in order to motivate them to consider a STEM career. Furthermore, the course will provide students with the opportunity to study challenging STEM topics in more depth than is available in a traditional grade level science course.

FISCAL IMPACT: None. All costs for this course will be supported by a grant from Chevron, Inc.

ACTION RECOMMENDED: Approval is recommended.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: June 16, 2010

¹Halpern, D., Aronson, J., Reimer, N., Simpkins, S., Star, J., and Wentzel, K. (2007). *Encouraging Girls in Math and Science* (NCER 2007-2003). Washington, DC: National Center for Education Research, Institute of Education Sciences, U.S. Department of Education. Retrieved from <http://nceer.ed.gov>.

New Course Proposal Manhattan Beach Middle School

Course Title: **The Chevron Futures Institute for the Advancement of Young Women in Science, Mathematics, and Technology**

Grade Level: **6-8**

Length of Course: **One year**

Prerequisite: **Application and interview**

Required or Elective: **Elective**

Requires new instructional materials: **Yes**

If yes, cost and type of materials: **TBD**

If yes, is funding for new materials secured? **Yes**

If yes, source of funding: **Chevron grant**

Requires new equipment or facilities: **Requires use of teleconferencing system, laptops, and advanced laboratory equipment**

If yes, cost and type of equipment and/or facilities secured? **Yes**

If yes, source of funding: **Chevron grant**

Anticipated date for initial implementation: **Fall, 2010**

Anticipated student enrollment: **30**

Narrative:

(Less than 250 word narrative describing the learning outcomes expected in the course and a general description of the learning outcomes expected in the course and a general description of the learning activities that would characterize the course.)

If approved, this elective would provide students at MBMS with the opportunity to explore challenging STEM curricula in far greater depth than the general science classes. Furthermore, using videoconferencing equipment, students will be able to confer with women in STEM careers throughout the country and internationally. The hope is that these female professionals will develop mentoring relationships with our middle school students. Through a series of videoconferencing conversations, the students should be motivated to learn about the educational paths and other influences that let these women to their current careers in STEM related fields. Students will also be exposed to field trips to

local STEM related businesses where they will be able to meet face to face with women in STEM careers and see their workplaces. Furthermore, students will have the opportunity to interact with female university students who are majoring in STEM disciplines.

The goal of this course is to motivate middle school students to consider STEM careers and therefore enroll in the necessary high school courses that will enable them to pursue additional STEM coursework at the university level.

A \$300,000 grant from Chevron will allow the course to be offered for three years. After that time it is hoped that the course will continue and that a similar elective course targeted toward males in science will be added.

E. **CONSENT CALENDAR**

4. **TITLE:** Approval of Mira Costa High School Courses to Qualify for Physical Education Credit

BACKGROUND: At its June 2, 2010, meeting, the Board approved revised Board Policy 6142.7, Physical Education and Activity. The Policy adds Board approval of courses that qualify for P.E. credit and establishes the expectation that 50 percent of P.E. class time will be spent in moderate to vigorous physical activity. According to the California Department of Education's (CDE's) *Physical Education Framework*, it is the obligation of the Governing Board to determine whether to grant physical education credit for a particular course. In making this determination, the Board must determine how the particular course being considered supports an overall course of study for grades 9-12 that includes the eight content areas specified in Education Code 33352 and 5 CCR 10060 for physical education programs. While it is not necessary that each individual course include all eight content areas, the course offerings must be structured so that all students receive opportunities for instruction in each of the eight areas across grades 9-12. The CDE's Physical Education FAQs add that any course for which physical education credit is granted must also meet requirements in Education Code 33352 pertaining to minimum instructional minutes, various reporting requirements, and the assignment of an appropriately credentialed teacher.

Note: Students participating in a sport are placed in Athletics during the off season of their sport. When more than one course number is noted, the courses have been delineated by levels or by boys/girls.

FISCAL IMPACT: None.

ACTION RECOMMENDED: Approve Mira Costa High School classes as submitted for P.E. credit.

PREPARED BY: Carolyn Seaton, Executive Director, Educational Services

DATE OF BOARD MEETING: June 16, 2010

**Mira Costa High School Courses Recommended
for Physical Education Credit**

COURSE TITLE	COURSE NUMBER(S)
PHYSICAL EDUCATION CLASSES	
Physical Education 9 th	0395
Physical Education	0369
Physical Education LAC (Deaf/Hard of Hearing)	0728
Adapted Physical Education	0360
Independent Study Physical Education	0393, 1195
ATHLETICS	
Athletics	1200
Badminton	1205
Baseball	1210
Basketball	1215, 1220
Cross Country	1225, 1230
Football	1235
Golf	1240, 1245
Lacrosse	1250, 1255
Soccer	1260, 1265
Softball	1270
Surf	1275
Swimming	1280
Tennis	1285, 1290
Track	1295, 1300
Volleyball	1305, 1310
Waterpolo	1315, 1320
Wrestling	1325
OTHER COURSES	
Dance	0355, 0356, 0359
Drill Team	0364
Pep Squad	0368
Marching Band	0301
Marching Band-Flags	0311
Weight Training	0408
Yoga	0409

E. **CONSENT CALENDAR**

5. **TITLE:** District Master Contract for 2009/10 School Year for Nonsectarian, Nonpublic School (NPS) Services with Excelsior Youth Center.

BACKGROUND: It is necessary to establish a District Master Contract for NPS Services with Excelsior Youth Center, due to a change in placement, as mandated by Individualized Education Plan (IEP).

Services will be provided as designated in the student Individualized Education Plans (IEP's). The Master contract is effective from June 9, 2010, through June 30, 2010.

FINANCIAL IMPACT:

Not to exceed \$1,136.25.

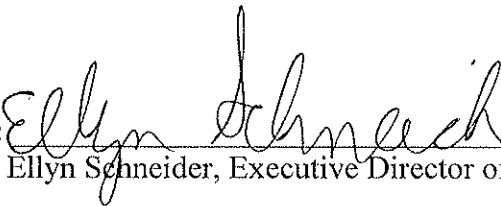
This is within planned budget for services. A transfer is being made from an existing service provider contract.

Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053.

No change to existing overall budget.

ACTION RECOMMENDED: Ratify District Master Contract for Nonsectarian, Nonpublic School Services (NPS) with Excelsior Youth Center. Contract is necessary due to a change in placement, as mandated by Individualized Education Plan (IEP). The Master Contract is effective from June 9, 2010, through June 30, 2010. Amount not to exceed \$1,136.25. This is within planned budget for services. Funds to be paid from Nonsectarian, Nonpublic School Services account, #01.0-65000.0-57500-11802-5810-0000053. No change to overall budget.

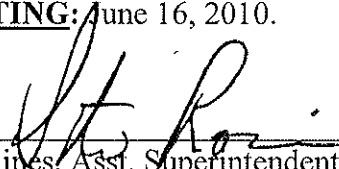
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: June 16, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

2009-2010

CONTRACT NUMBER:
S10-M009

LEA: *Manhattan Beach Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Excelsior Youth Center – 77-76422-6131080

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 16th day of June, 2010, between the Manhattan Beach Unified School District (hereinafter referred to as "LEA" or "District") and Excelsior Youth Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each providers license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from June 9, 2010 to June 30, 2010 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2010. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR fails to execute the new Master Contract within ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR (California Education Code section 5366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the

provided specific services. Per Diem rates for LEA students who's IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 9th day of June 2010 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provide herein.

CONTRACTOR, Excelsior Youth Center	School District	<u>Manhattan Beach Unified School District</u>
_____		_____
Nonpublic School/Agency		

By: _____
Signature Date
Joan Gabrielson, Executive Director

Name and Title of Authorized
Representative

By: _____
Ellyn Schneider, Date
Executive Director of Student Services

Notices to CONTRACTOR shall be addressed to:

Joan Gabrielson, Executive Director

Name

Excelsior Youth Center

Nonpublic School/Agency/Related Service Provider

15001 East Oxford Avenue

Address

Aurora CO 80014

City State Zip

(303) 693-1550 (303) 693-8309

Phone Fax

Email

Notices to LEA shall be addressed to:

**Ellyn Schneider,
Executive Director of Student Services**

Name and Title

Manhattan Beach Unified School District

LEA

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5913 (310) 303-3826

Phone Fax

eschneider@mbusd.org

Email

Mail Completed Contract & Invoices to:

Tracy Angle, Accounting Specialist – MBUSD

Name and Title

325 S. Peck Avenue

Address

Manhattan Beach Ca 90266

City State Zip

(310) 318-7345 x5927 (310) 303-3826

Phone Fax

tangle@mbusd.org

Email

EXHIBIT A: RATES

CONTRACTOR Excelsior Youth Center **CONTRACTOR NUMBER** 18055 2009-2010
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of _____ LEA students that may be enrolled and the maximum dollar amount of _____ the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \$1,136.25
 Total LEA enrollment may not exceed 1

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>75.75</u>	<u>Per Day</u>

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- (1) a. Transportation – Round Trip _____
- b. Transportation – One Way _____
- c. Transportation-Dual Enrollment _____
- d. Public Transportation _____
- e. Parent* _____
- (2) a. Educational Counseling – Individual _____
- b. Psychological Services _____
- c. Counseling – Parent _____
- (3) a. Adapted Physical Education – Individual _____
- b. Adapted Physical Education – Group of _____
- c. Adapted Physical Education – Group of _____
- (4) a. Language and Speech Therapy – Individual _____
- b. Language and Speech Therapy – Group of 2 _____
- c. Language and Speech Therapy – Group of 3 _____
- d. Language and Speech Therapy – Per diem _____
- e. Language and Speech - Consultation Rate _____
- (5) a. Additional Instructional Assistant - Individual (must be authorized on IEP) _____
- b. Additional Instructional Assistant – Group of 2 _____
- c. Additional Instructional Assistant – Group of 3 _____
- (6) Intensive Special Education Instruction** _____
- (7) a. Occupational Therapy – Individual _____
- b. Occupational Therapy – Group of 2 _____
- c. Occupational Therapy – Group of 3 _____
- d. Occupational Therapy – Group of 4 - 7 _____
- e. Occupational Therapy - Consultation Rate _____
- (9) Physical Therapy _____
- (10) a. Behavior Intervention – BII _____
- b. Behavior Intervention – BID _____
- Provided by: _____
- (11) Nursing Services _____

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

E. CONSENT CALENDAR

6. **TITLE:** Amendment to Student Services Special Employment Agreement for 2009/10 School Year with Pam Ajang, Ph.D.

BACKGROUND: An amendment to the agreement is needed between the District and Pam Ajang, Ph.D., to provide educational consultant services, for the period March 29, 2010, through June 30, 2010.

FINANCIAL IMPACT:

Not to exceed \$3,412.50.

This is an increase of \$350.00.

The amount is within the planned budget for services, therefore no change to existing overall budget.

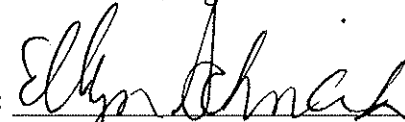
Funds to be paid from Special Education account,

#01.0-65000.0-57500-31200-5850-0000052.

This item has been budgeted.

ACTION RECOMMENDED: Ratify Amendment to Student Services Special Employment Agreement for 2009/10 fiscal year with Pam Ajang, Ph.D., to provide educational consultant services, for the period March 29, 2010, through June 30, 2010. The amount is within the planned budget for services, therefore no change to existing overall budget. Amount not to exceed \$3,412.50. Funds to be paid from Special Education account, #01.0-65000.0-57500-31200-5850-0000052. This item has been budgeted.

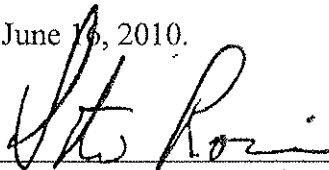
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: June 16, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

AMENDMENT TO A SPECIAL EMPLOYMENT AGREEMENT FOR SERVICES

THE SPECIAL EMPLOYMENT AGREEMENT made and entered into on **April 21, 2010**, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Pam Ajang, Ph.D.**, hereinafter referred to as the "Contractor," located at 803 S. Averill Avenue, San Pedro, Ca 90932, is hereby amended effective March 29, 2010, and ratified by the Board on June 16, 2019, as follows:

Payment to Be Made By District:

In consideration of the service(s) to be rendered, the District agrees to pay \$175/hour for a max of 19.5 hours. Total Not to Exceed \$3,412.50.

01.0-65000.0-57500-31200-5850-0000052

Account Number

Pam Ajang, Ph.D.

Education Consultant and Evaluation/Review
Program

Ellyn Schneider,
Executive Director of Student Services

E. CONSENT CALENDAR

7. **TITLE:** Amendment to Student Services Special Employment Agreement for 2009/10 School Year with Robin Shipley, M.S., Autism Specialist.

BACKGROUND: An amendment is needed to the service agreement between the District and Robin Shipley, M.S., Autism Specialist, to add to contract to provide social skills training for transition students, parents, general education teachers, special education teachers and aides, and the home program in the area of autism, as mandated by Individualized Education Plan (IEP) team meetings. Services will be provided as designated in the IEP. The contract is effective from July 27, 2009, through June 30, 2010.

FINANCIAL IMPACT:

Not to exceed \$50,700.00.

This is an increase of \$3,900.00. Amount is within planned budget for services.

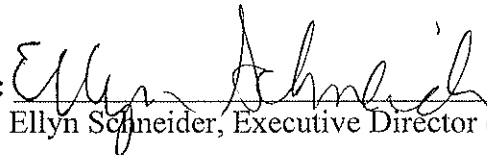
Funds to be paid from Special Education account,

#01.0-65000.0-57500-21000-5850-0000113.

This item has been budgeted.

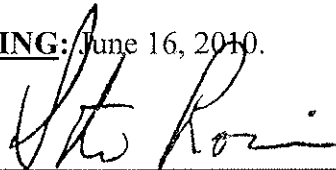
ACTION RECOMMENDED: Ratify Amendment to Student Services Special Employment Agreement for 2009/10 fiscal year with Robin Shipley, M.S., Autism Specialist, to add to the contract to provide social skills training for transition students, parents, general education teachers, special education teachers and aides, and the home program in the area of autism, as mandated by Individual Education Plan (IEP) team meetings. Amount not to exceed \$50,700.00. This is an increase of \$3,900.00. Amount is within planned budget for services. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: June 16, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

AMENDMENT TO A SPECIAL EMPLOYMENT AGREEMENT FOR SERVICES

THE SPECIAL EMPLOYMENT AGREEMENT made and entered into on **July 21, 2009**, between **Manhattan Beach Unified School District**, County of Los Angeles, hereinafter referred to as the "District" and **Robin Shipley, M.S., Autism Specialist**, hereinafter referred to as the "Contractor," located at Los Angeles, Ca 90019, is hereby amended effective July 1, 2009, and ratified by the Board on June 16, 2010, as follows:

Payment to Be Made By District:

In consideration of the service(s) to be rendered, the District agrees to pay \$390.00 per day for 130 instructional days.

Total Not to Exceed \$50,700.00.

01.0-65000.0-57500-21000-5850-0000113

Account Number

Robin Shipley, M.S., Autism Specialist

Autism Specialist Consulting Service

Program

Ellyn Schneider,
Executive Director of Student Services

E. CONSENT CALENDAR

8. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with Sonia Dickson-Bracks, Autism Specialist.

BACKGROUND: An agreement is needed between the District and Sonia Dickson-Bracks, Autism Specialist, to provide training for parents, general education teachers, special education teachers, and aides. And, to provide consultant assistance with the home program in the area of autism. In addition, she will provide after-school social skills groups and assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$88,200.00.

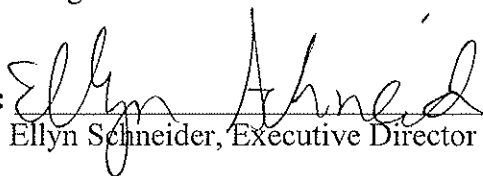
The amount is within the planned budget for services.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-21000-5850-0000113.

This item has been budgeted.

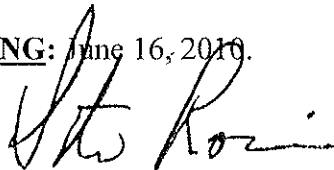
ACTION RECOMMENDED: Approve Student Services Special Employment Agreement for 2010/11 fiscal year with Sonia Dickson-Bracks, Autism Specialist, to provide training for parents, general education teachers, and aides. And, to provide consultant assistance with the home program in the area of autism. In addition, she will provide after-school social skills groups and assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2010, through June 30, 2011. The amount is within the planned budget for services. Amount not to exceed \$88,200.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: June 16, 2010.

Approved by:


Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of Sonia Dickson-Bracks social security or Tax I.D. number _____ in the Student Services Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 16th day of June, 2010, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:

Sonia Dickson-Bracks

Located at: Los Angeles, Ca 90025

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Autism Specialist Consulting Service.

Including: Training for parents, general education teachers, special education teachers and aides, and home program.

Will oversee after-school social skills groups and assist in program development for children on the Autism Spectrum.

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$420.00 per day for 180 instructional days and 30 Extended School Year days.

Not to Exceed \$88,200.00

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:

From July 1, 2010 through June 30, 2011, under the direction of the Executive Director of Student

Services. This agreement may be terminated by either parties with twenty (20) days written notice.

This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-21000-5850-0000113
Account Number

Provider of Service

Autism Specialist
Program

Ellyn Schneider,
Executive Director of Student Services

Steven Romines, Ed.D.
Assistant Superintendent of Administrative Services

E. CONSENT CALENDAR

9. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with Amy Jamba, M.S., Board Certified Behavior Analyst (B.C.B.A.).

BACKGROUND: An agreement is needed between the District and Amy Jamba, M.S., B.C.B.A., to provide behavior analysis, as well as other behavior related services including Functional Behavior Assessment, Home Program Supervision, Program and Student Support, and Design and Supervision of the Behavior Support Plans, as needed by the Student Services Department, and as specifically required by Individual Education Plans (IEP's). Contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$72,150.00.

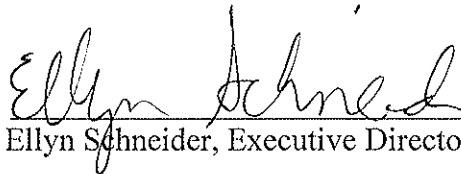
The amount is within the planned budget for services.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-21000-5850-0000113.

This item has been budgeted.

ACTION RECOMMENDED: Approve Student Services Special Employment Agreement for 2010/11 fiscal year with Amy Jamba, M.S., Board Certified Behavior Analyst (B.C.B.A.), to provide behavior analysis and consultant services from July 1, 2010, through June 30, 2011. Contract is effective from July 1, 2010, through June 30, 2011. The amount is within the planned budget for services. Amount not to exceed \$72,150.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

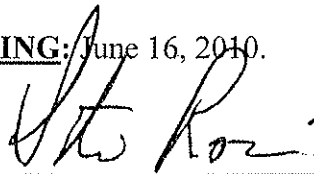
PREPARED BY:



Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: June 16, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of Jamba, Amy, M.S., BCBA social security or Tax I.D. number _____ in the Student Services Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 16th day of June, 2010, by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:
Amy Jamba, M.S., BCBA
Located at: Lomita, Ca 90717

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Board Certified Behavior Analysis (BCBA), Home Program Supervisor, Program & Student Support.

Including: Functional Behavior Assessments, and Design and Supervision of Behavior support plans.

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$325 per day for 222 days.

Not to Exceed \$72,150.00

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:

From July 1, 2010 through June 30, 2011, under the direction of the Executive Director of Student Services. This agreement may be terminated by either parties with twenty (20) days written notice.

This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-21000-5850-0000113
Account Number

Amy Jamba, M.S., B.C.B.A.

Board Certified Behavior Analyst (BCBA)
Program

Ellyn Schneider
Executive Director of Student Services

Steven Romines, Ed.D.
Assistant Superintendent of Administrative Services

E. CONSENT CALENDAR

10. **TITLE:** Student Services Special Employment Agreement for 2010/11 School Year with Robin Shipley, M.S., Autism Specialist.

BACKGROUND: An agreement is needed between the District and Robin Shipley, M.S., Autism Specialist, to provide social skills training for transition students, parents, general education teachers, special education teachers and aides, and the home program in the area of autism. In addition, she will conduct social skills groups and provide assistance for the development of programs for children on the autism spectrum, as needed by the Student Services Department, and as specifically required by Individual Education Plans (IEP's). Contract is effective from July 1, 2010, through June 30, 2011.

FINANCIAL IMPACT:

Not to exceed \$63,960.00.

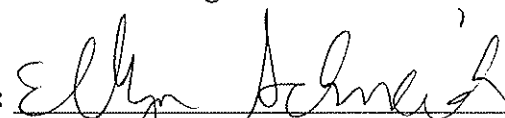
The amount is within the planned budget for services.

Funds to be paid from Special Education account,
#01.0-65000.0-57500-21000-5850-0000113.

This item has been budgeted.

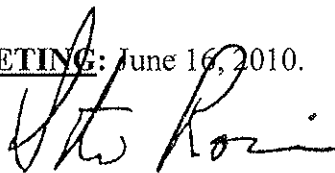
ACTION RECOMMENDED: Approve Student Services Special Employment Agreement for 2010/11 fiscal year with Robin Shipley, M.S., Autism Specialist, to provide social skills training for students, parents, teachers, aides, and home program in the area of autism; and conduct social skills groups while providing assistance for the development of programs for children on the autism spectrum. Contract is effective from July 1, 2010, through June 30, 2011. The amount is within the planned budget for services. Amount not to exceed \$63,960.00. Funds to be paid from Special Education account, #01.0-65000.0-57500-21000-5850-0000113. This item has been budgeted.

PREPARED BY:


Ellyn Schneider, Executive Director of Student Services

DATE OF MEETING: June 16, 2010.

Approved by:



Steve Romines, Asst. Superintendent of Administrative Services

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SPECIAL EMPLOYMENT
AGREEMENT FOR SERVICES**

WHEREAS, It is the desire of the Governing Board of the Manhattan Beach Unified School District to employ or use the services of Robin Shipley, M.S. social security or Tax I.D. number _____ in the Student Services Department, and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate education program and will supplement assistance by the State and County authorities and not replace such assistance:

WITNESSETH:

THEREFORE, this agreement is made and entered into the 16th day of June, 2010 by and between the Manhattan Beach Unified School District and the above named person/agency, hereinafter called:

Robin Shipley

Located at: Los Angeles, Ca 90019

SERVICES TO BE RENDERED

Said person/agency will serve/provide the following service(s): Autism Specialist Consulting Service.
Emphasis on social skills training for transition students, parents, general education teachers, special education teachers and aides, and home program. Will conduct social skills groups and provide assistance in the development of programs for children on the Autism Spectrum.

This service does X does not _____ require direct contact with students.

PAYMENT TO BE MADE BY THE DISTRICT

In consideration of the service(s) to be rendered, the District agrees to pay \$390.00 per day for 164 instructional days.

Not to Exceed \$63,960.00

DATE(S) OF SERVICE

Said person/agency agrees to render service(s) on the following date(s) stated below:

From July 1, 2010 through June 30, 2011, under the direction of the Executive Director of Student Services. This agreement may be terminated by either parties with twenty (20) days written notice.

This agreement may be terminated without advance notice if both parties agree to do so in writing.

01.0-65000.0-57500-21000-5850-0000113
Account Number

Autism Specialist
Program

Provider of Service

Ellyn Schneider,
Executive Director of Student Services

Steven Romines, Ed.D.
Assistant Superintendent of Administrative Services

E. **CONSENT CALENDAR**

11. **TITLE:** California High School Exit Exam (CAHSEE) Waiver of Test Passage for Special Education Student.

BACKGROUND: Previous to the requirements of the CAHSEE, students currently being served under an Individualized Education Program (IEP) or Section 504 plan would usually be expected to graduate with a high school diploma. However, due to their level of achievement, some students need modifications to the test which are not allowed through current resolutions, because these modifications would invalidate the test score (5 CCR 1217, 1218, and 1219.5). In these specific cases, the LEA may request a waiver under the authority of *Education Code* Section 56101, from the SBE of “successful passage of the CAHSEE,” for those students who can show evidence of having completed and/or being successful in sufficient high school level coursework to complete a high school curriculum of sufficient rigor to have gained the skills and knowledge otherwise needed to pass the CAHSEE, and have also attained the equivalent of a passing score upon completing either the English/Language arts and/or mathematics sections of the CAHSEE test using modifications that are not allowed because they “fundamentally alter what the test measures” (as stated in 5 CCR 1217(c) or determined under the 5 CCR 1218 request process) thereby invalidating the student’s test score as provided by 5 CCR 1219.5.

FINANCIAL IMPACT: None.

ACTION RECOMMENDED: Having been reviewed by the Special Education Staff and Principal of Mira Costa High School, three students have been approved for submission through the CAHSEE Waiver policy and procedures. Please approve the application for a waiver for the students identified by numbers 030001038, 920006429, and 010002029 as prescribed in *Education Code* Section 56101.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: June 16, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

E. CONSENT CALENDAR

12. **TITLE:** Receive for review and adoption Sports Hot Weather Guidelines, as recommended by Manhattan Beach Medical Advisory Board, for inclusion in Coach's Handbook.

BACKGROUND: The Manhattan Beach Unified School District Medical Advisory Board recommends addition of Sports Hot Weather Guidelines to the Coach's Handbook. The district did not have guidelines for this.

ACTION RECOMMENDED: Receive for review and adoption Sports Hot Weather Guidelines, as recommended by Manhattan Beach Medical Advisory Board, for inclusion in Coach's Handbook.

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: June 16, 2010



Manhattan Beach
Unified School District

325 So. Peck Ave. * Manhattan Beach * California 90266 * (310) 318-7345 * FAX (310) 303-3822

GUIDELINES FOR SPORTS PROGRAMS DURING HOT WEATHER*

*Supplement to CIF guidelines.

1. Designated school administrator checks for heat index levels when weather is questionable.
2. Use current Temperature and Humidity levels obtained at:
www.weather.com
3. Use Heat Index grid (attached) to determine activity safety levels
4. School administrator notifies coaches/staff of Caution/Danger heat index levels and relays activity limitations (see attached table)

Months of August/September (*beginning of practice/season*):

- ✓ **Heat Acclimatization:** Gradually increase the duration and intensity of exercise during first 10-14 days of heat exposure
- ✓ Gradually introduce uniforms/equipment. *i.e.* Helmets only 1st two days, add shoulder pads day 3 and 4, full uniform after day 5.

Heat Index 80-89:

- ✓ Schedule games and practices during cooler hours of the day.
- ✓ Enforce periodic drinking during activity every 15 minutes.
- ✓ Clothing should be light-colored and lightweight, with sweat saturated garments replaced by dry garments
- ✓ Substitute players frequently
- ✓ Longer Rest Periods in the shade
- ✓ 75% Vigorous exercise to 25% Rest

Heat Index 90-104:

- ✓ Stop activity of non-acclimated and high risk people.
- ✓ 50% Vigorous activity to 50% Rest
- ✓ Enforce periodic drinking every 15 minutes.

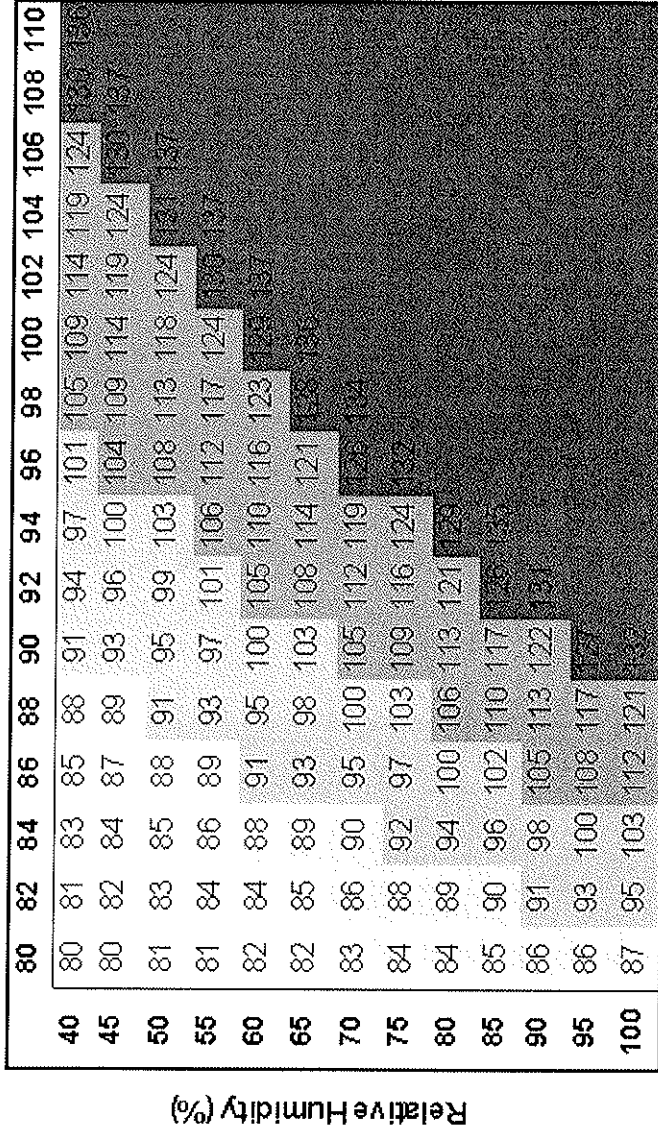
Heat Index 105-129:

- ✓ Strongly consider canceling Athletic Activities
- ✓ Heat cramps and Heat Exhaustion likely

Heat Index 130+:

- ✓ Cancel Athletic Activities

Temperature (°F)



Likelihood of Heat Disorders with Prolonged Exposure or Strenuous Activity

Caution ■ Extreme Caution ■ Danger ■ Extreme Danger

Category	Heat Index	Caution	Extreme Caution	Danger	Extreme Danger
Activity Limitation	< 80				
	No Limits	<ul style="list-style-type: none"> Longer Rest Periods in the shade 75% Vigorous exercise to 25% Rest Enforce Drinking every 15 minutes 	<ul style="list-style-type: none"> Stop activity of non-acclimated and high-risk people 50% Vigorous activity to 50% Rest Enforce Drinking 	<ul style="list-style-type: none"> Strongly consider canceling Athletic Activities Heat cramps and Heat Exhaustion likely 	<ul style="list-style-type: none"> Cancel Athletic Activities

Heat Illness: Highest Risk during first 4 days of practice/season.

Heat Cramps → Heat Exhaustion → Heat Stroke

	Symptoms	Risk factors	Treatment	Return to play	Prevention
Heat stroke	<ul style="list-style-type: none"> *Temp > 104°F (rectal only) *Confusion *Altered behavior *Headache *Loss of balance *Vomiting, diarrhea *Pale skin *Collapse *Seizures *Loss of consciousness *Multi system organ failure *Skin may be sweaty or dry *Rapid heart rate 	<ul style="list-style-type: none"> *Prior heat illness *Hot-humid conditions *Strenuous exercise *Lack of acclimatization *Poor fitness *Obesity *Sleep deprivation *Dehydration *Poor nutrition *Uniforms *Febrile Illness *GI illness *Diabetes mellitus *Anorexia 	<ul style="list-style-type: none"> *True medical emergency *Immediate recognition key for survival *Whole body cooling: cold tub or ice packs to neck, arm pits, groin with wet towels over body. *Call 911 	<ul style="list-style-type: none"> * Can be fatal *Good recovery if treated rapidly. *Clearance to return is individualized and must be specified in writing by treating physician 	<ul style="list-style-type: none"> * Athlete with history of heat stroke should have fluid and training plan reviewed by physician. * Athlete should be tested for sickle cell trait.
Heat exhaustion	<ul style="list-style-type: none"> *Temp elevated, but < 104° F (rectal only) *May or may not collapse *Pale *Headache *Dizzy, lightheaded *Persistent muscle cramps *Nausea *Weakness 	<ul style="list-style-type: none"> *Prior heat illness *Hot/humid conditions *Dehydration *Obesity *Febrile illness *GI illness *Diabetes mellitus *Anorexia 	<ul style="list-style-type: none"> *If not heat stroke, move to shade, remove clothing, lie flat with legs elevated, monitor vital signs *Oral fluids *Call 911 if not improving 	<ul style="list-style-type: none"> *24-48 hours if mild. *Gradually increase volume + intensity of exercise on return. * Clearance to return must be specified in writing by ATC or treating physician. 	<ul style="list-style-type: none"> *Proper hydration *Athlete with history of heat exhaustion or cramps should see team ATC or physician for prevention strategy. * Athlete should be tested for sickle cell trait.
Heat cramps	<ul style="list-style-type: none"> *Muscle spasm --legs --arms --abdomen * Associated with fatigue, thirst 	<ul style="list-style-type: none"> *Known history of cramping *Poor fitness *Excessive sodium loss thru sweat *Dehydration (water loss) 	<ul style="list-style-type: none"> *Rest *Stretch *Oral fluids with sodium replacement(Salty food or sports drink) 	<ul style="list-style-type: none"> May return same game/event 	<ul style="list-style-type: none"> *Proper hydration * Athlete with history of heat cramps should see team ATC or physician for prevention strategy. * Athlete should be tested for sickle cell trait.

References:

- American College of Sports Medicine Position Stand: *Exertional Heat Illness during Training and Competition*, 2007.
- American Academy of Pediatrics, Committee on Sports Medicine and Fitness (2007). *Climatic heat stress and the exercising child and adolescent*. Pediatrics, 106, 158-159. Retrieved February 4, 2010 from www.aap.org.
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- DiFiori MD, John P. Personal interview by email. April 19, 2010.
- Kyrene School District, *Heat index guidelines and procedures*. Retrieved February 4th 2010 from <http://www.peacefulplaygrounds.com/pdf/heat-advisory-plan-kyrene.pdf>
- Medline Plus, (2009). Medical Dictionary. Retrieved February 5, 2010 from <http://www.nlm.nih.gov/medlineplus/medlineplus/mplustictionary.html>

E. **CONSENT ITEM**

18. **TITLE:** Appropriation Transfers 2009-10 Budget

BACKGROUND: Education Code 42601 allows the County Superintendent of Schools to make appropriation transfers necessary at the close of the school year to permit payment of obligations incurred by the district, with the prior approval of the School Board.

Staff has worked hard to ensure that the appropriate amount has been allocated to the proper object codes in the budgets presented for Board review and approval.

Education Code 42601 is intended to provide districts with an additional safety net at the year's end to ensure that all of the district's incurred obligations are met. In the event something was not accounted for in a particular object code area (1000, 2000, 3000, 4000, 5000, 6000, 7000), staff is recommending that the County be given approval to move funds between major object codes on an as needed basis.

If approved by the Board, this action will not increase the budgeted amount in the approved budget, but rather just distribute previously allocated funds.

ACTION RECOMMENDED: Approve giving the County Superintendent of Schools authority to move funds between major object codes as needed to balance budget at year-end.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: June 16, 2010



June 8, 2010

BUSINESS ADMINISTRATOR COPY

TO: Business and Accounting Administrators
Los Angeles County K-12 School Districts

FROM: Karen L. Rindfleisch, Assistant Director
Accounting and Financial Services
Division of School Financial Services

SUBJECT: Year-End Appropriation Transfers—K-12 School Districts

Education Code (EC) Sections 42600 and 42601 authorize the County Superintendent of Schools (County Office) to identify and make budget transfers for districts to permit payment of obligations at the close of the school year. This authority requires approval from the district’s governing board.

Education Code Section 42601 states:

"At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year. For each elementary, high school, and unified school district that, during the preceding school year, had an average daily attendance less than the level, as appropriate, specified in subdivision (a) of [EC] section 41301, the county superintendent of schools, with the consent of the governing board of the school district, may identify and make the transfers, and shall so notify the districts."

Types of Budget Transfers

1. Between the designated fund balance and any expenditure classification
2. Between the unappropriated fund balance and any expenditure classification
3. Between any expenditure classifications

Budget Transfer Authorization

1. Districts **below** the ADA level listed on either attachment shall complete and sign the attached authorization form, Attachment No. 1, to indicate the governing board has consented to authorize the County Office to make appropriation transfers as it sees appropriate.
2. Districts **above** the ADA level listed on either attachment shall complete and sign the attached authorization form, Attachment No. 2, to indicate the governing board has authorized the County Office to make appropriation transfers based on the district's specific instructions.

If the district does not submit the form to the Division of School Financial Services (SFS), the district has made the decision to take full responsibility for making all the necessary budget revisions to prevent any overdraft at year-end. These budget revisions should cover all the potential overdrafts and shall be approved by the district's governing board, entered into PeopleSoft Financial System (PSFS), and submitted to the Division of Business Advisory Services before districts close their books for fiscal year 2009-10.

Frequently asked Questions

Question: Why do the final PSFS reports still show overdrawn accounts after the district requested the County Office to make appropriation transfers?

- Answer:
- a. The appropriation transfer covers the overdraft at the major object level only.
 - b. Districts may have limited the County Office's authority to perform only certain types of transfers.
 - c. The projected fund balance was understated because revenue potential was not reflected in the district's final budget.
 - d. Districts may have requested re-opening the district's books after SFS made the appropriation transfer.

Question: Should the district stop making budget transfers after the request for appropriation transfers has been made to the County Office?

Answer: No, the district may continue to revise the operating budget up to the closing of 2009-10 as the administration deems appropriate. The appropriation transfers made by SFS are only at the major object level to cover the overdraft at year end after the district has notified SFS that their books are closed.

Question: How does it work with the standardize account code structure (SACS) in PSFS?

Answer: SFS will set up a local resource (99995.0, Approp. Transfer) with applicable accounts for any fund that needs appropriation transfers. All the SFS-initiated appropriation transfers will be done in the above-referenced resource without involving any specific resources. Please note that EC Section 42601 requires appropriation for any expenditure classification at the major object level.

Example:

Fund-Object	Appropriation	Expenditure	Surplus/(Deficit)
01.0-1000	\$1,500,000	\$1,600,000	(100,000)
01.0-2000	\$ 700,000	\$ 650,000	50,000
01.0-3000	\$ 500,000	\$ 400,000	100,000
01.0-4000	\$ 100,000	\$ 80,000	20,000
01.0-5000	\$ 80,000	\$ 85,000	(5,000)
01.0-6000	\$ 50,000	\$ 50,000	0
01.0-7000	\$ 10,000	\$ 11,000	(1,000)

SFS will make the following appropriation transfers, if authorized by the district, after district's books are closed for the fiscal year.

Fund	Res/PrjYr	Goal	Function	Object	Location	Amount
01.0	- 99995.0	- 00000	- 00000	- 1000	- 0000000	+ \$ 100,000
01.0	- 99995.0	- 00000	- 00000	- 2000	- 0000000	- \$ 6,000
01.0	- 99995.0	- 00000	- 00000	- 3000	- 0000000	- \$ 100,000
01.0	- 99995.0	- 00000	- 00000	- 5000	- 0000000	+ \$ 5,000
01.0	- 99995.0	- 00000	- 00000	- 7000	- 0000000	+ \$ 1,000

Questions about appropriation transfers should be directed to the district's assigned SFS accounting staff as noted below:

<u>SFS Staff</u>	<u>Phone</u>	<u>E-mail</u>
Bert Rodriguez	(562) 922-6680	Rodriguez_Bert@lacoedu
Joseph Calizar	(562) 922-6633	Calizar_Joseph@lacoedu
Elaine Kawahara	(562) 922-6631	Kawahara_Elaine@lacoedu
Frank Nguyen	(562) 922-6829	Nguyen_Frank@lacoedu
Bobbi Tanner	(562) 922-6826	Tanner_Bobbi@lacoedu

Download SFS Bulletins from LACOE Website

This bulletin and its attachment, as any other SFS bulletin, may be downloaded from the LACOE website as follows:

<http://www.lacoe.edu/sfs>

On the SFS home page, under SFS Resources select Bulletins. Type in the bulletin number or keyword to find the specific bulletin you need to download.

Questions regarding this bulletin may be addressed to Ms. Ming Chien at (562) 922-6849 or Chien_Ming@lacoe.edu.

Approved:

Pamela Fees, Director

Division of School Financial Services

KLR/MC:gs

Attachments

Info. Bul. No. 356

SFS-A89-2009-10



Los Angeles County
Office of Education
Leading Education • Supporting Students
Serving Communities

SCHOOL DISTRICTS WITH ADA ABOVE EC 41301 LEVEL*
YEAR-END APPROPRIATION TRANSFERS

TO: Los Angeles County Office of Education
Division of School Financial Services
Accounting Section, EC 2nd Floor

FROM: Manhattan Beach Unified School District

SUBJECT: AUTHORIZATION TO MAKE APPROPRIATION TRANSFERS

Our school district has ADA equal to or above the level specified in Education Code (EC) 41301. The governing board, in accordance with the provisions of EC 42601, hereby approves to authorize the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2009-10 school year to permit the payment of obligations of the district incurred during such school year.

Please identify sources by entering 1, 2, 3, etc., to indicate 1st source, 2nd source, etc.

Authorization approved by governing board for transfers:

- 1 Between major objects of expenditure
- 2 From unappropriated fund balances, if any
- 3 From designated fund balances

Signature _____ Date June 16, _____, 2010
Clerk of the Governing Board

*Education Code 41301 levels: equal to 901 average daily attendance (ADA) for the elementary school districts, equal to 301 ADA for the high school districts, and equal to 1501 ADA for the unified school districts.

E. **TITLE:** Claim Rejection

19. **BACKGROUND:** A claim against public entity was received by the Manhattan Beach Unified School District on June 2, 2010 from Nikki Tolt, Attorney at Law, on behalf of a minor.

ACTION RECOMMENDED: That the Board of Trustees of Manhattan Beach Unified School District reject this claim.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: June 16, 2010

E. **CONSENT ITEMS**

20. **TITLE:** Agreement for Special Services - School Services of California, Inc.

BACKGROUND: School Services of California provides consultant services to the District relative to fiscal and budget matters and mandated cost claims services. Their contract expires on June 30, 2010, and renewal of the contract is requested for the 2010-2011 fiscal year.

The terms of the basic contract are \$3,120 annually plus expenses. For all requested services in excess of twelve (12) direct service hours, the applicable hourly rate for the person(s) performing the services shall apply. Details are contained in the attached agreement.

RECOMMENDATION: Board approval of this Agreement is requested at this time to provide uninterrupted service for our District. A copy of the Agreement for Special Services is attached for your information. This will be paid from account 01.0-00000.0-00000-73000-5890-0000114.

PRESENTED BY: Steve Romines

DATE OF BOARD MEETING: June 16, 2010

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Mandate Information Services

This is an agreement between the **MANHATTAN BEACH UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2010.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.
 - b. Providing the option to the Client of receiving information on Consultant's Internet website regarding major school finance and policy issues.
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress.
 - d. Preliminary school district revenue limit worksheets for the Client's use in developing the annual budgets as quickly as possible following adoption of the major annual school finance legislation.
 - e. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.
2. Consultant agrees to perform such duties relating to the education reimbursable mandated program as set forth herein. Consultant shall:


- a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
 - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
 - c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
 - d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
 - e. Provide one copy of each edition of the Mandate Report containing information on state-mandated reimbursement issues.
3. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including mandate counseling, revenue limit calculations, special education calculations, analysis of specific client revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management studies; demographic or school facility studies; special education revenue maximization studies; direct collective bargaining or factfinding assistance; legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
4. In consideration of the services described above, the Client agrees to pay to Consultant, for services rendered under this agreement:
- a. \$3,120 annually, plus expenses, or payable at \$260 per month, plus expenses, upon receipt of a billing from Consultant.
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 3 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, cellular

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

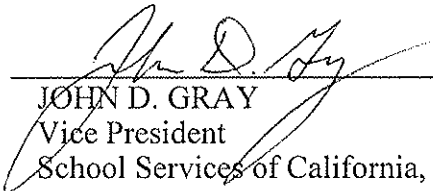
telephone charges, FAX charges, postage, and duplication (other than for one copy of the above-mentioned publications).

- 5. This agreement shall be for the period of one year, beginning July 1, 2010, and terminating June 30, 2011. Either party hereto on 30 days' written notice may terminate it at any time prior to June 30, 2011. In the event that the Client elects to terminate services at the end of the agreement, the Client shall give a 30-day written notice of non-renewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the client provides written notice. The client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
- 6. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: 
 Manhattan Beach Unified School District

DATE: _____

BY: 
 JOHN D. GRAY
 Vice President
 School Services of California, Inc.

DATE: May 10, 2010

E. **CONSENT CALENDAR**

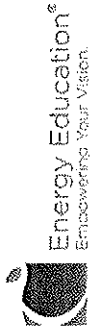
21. **TITLE:** Approve the Contract between Energy Education and Manhattan Beach USD

BACKGROUND: Energy Education is a company specializing in changing an organization's behavior and attitudes toward energy usage resulting in long-term energy savings. The key elements to the contract are for the district to hire an Energy Savings Manager. This person works with the Energy Education consultant and the district staff to identify potential savings and implement a long-term plan. The consultant is paid only if savings are realized by the district.

ACTION RECOMMENDED: Approve the Contract between Energy Education and Manhattan Beach Unified School District

PREPARED BY: Steve Romines

DATE OF MEETING: June 26, 2010



MANHATTAN UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

Valid until October 7, 2010

Financial Savings Matrix

	Fast Track**	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	TOTAL
SAVINGS	\$ 32,000	\$ 254,000	\$ 280,000	\$ 308,000	\$ 338,000	\$ 372,000	\$ 409,000	\$ 450,000	\$ 495,000	\$ 545,000	\$ 599,000	\$ 4,982,000
TRANSFORMATIONAL ENERGY MANAGEMENT™ PROCESS	0	121,200	121,200	121,200	121,200	0	0	0	0	0	0	484,800
ENERGY EDUCATION SPECIALIST ESTIMATED SALARY RANGE* \$26,000 to \$30,000	5,000	30,000	30,800	31,600	32,400	33,200	34,000	34,900	35,800	36,700	37,600	342,000
ESTIMATED CONFERENCE TRAVEL	1,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	31,000
ENERGY ACCOUNTING SOFTWARE**	0	13,950	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	32,783
TOTAL INVESTMENT	\$ 6,000	\$ 168,150	\$ 157,093	\$ 157,893	\$ 158,693	\$ 38,293	\$ 39,093	\$ 39,993	\$ 40,893	\$ 41,793	\$ 42,693	\$ 890,583
NET SAVINGS	\$ 26,000	\$ 85,850	\$ 122,908	\$ 150,108	\$ 179,308	\$ 333,708	\$ 369,908	\$ 410,008	\$ 454,108	\$ 503,208	\$ 558,308	\$ 3,191,418
RETURN ON ANNUAL INVESTMENT	433%	51%	78%	95%	113%	871%	948%	1025%	1110%	1204%	1303%	358%

*Energy Education Specialist's estimated salary for 1 position at \$30,000 annualized which includes \$5,000 for night, weekend and holiday work.
 Final salary figure will affect total net savings.
 **Approximate amounts based on current product pricing.
 *** Assumes 4-month **Fast Track** period with Energy Education Specialist hired and active by the end of the 2nd month.

Number of Energy Education Specialists 1 Part-time
TOTAL NET SAVINGS OVER 10 YEARS \$3,191,418

Energy Savings Contract

This energy savings contract is between the Manhattan Unified School District (the "District") and Energy Education, Inc. ("EEL"). This contract is subject to all applicable state and federal laws.

EEL delivers customized, comprehensive people-driven energy conservation programs that focus on changing human behavior to help school districts, churches and higher education clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by EEL's team of energy consultants - together representing several hundred years of public school energy conservation experience. EEL's clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. EEL guarantees the success of these programs. To date EEL has served more than 1000 clients in 48 states.

The District is committed to its mission: "to prepare all of our students to meet the challenges of a rapidly changing, highly complex, technology-rich, global society. We will continually strive for excellence in all aspects of the education process. We will teach our students to understand and appreciate human and cultural diversity. We will harness the resources of the entire community, including students, parents, teachers, staff, administrators, college and business leaders and others. We will empower students to be lifelong learners, to demonstrate high achievement and to develop the skills and characteristics needed to enjoy happy and successful lives." The District uses electricity, gas, water and sewer (collectively "energy") to fulfill its mission. Ranking fifth out of all unified school districts in the state, the District has a 2009 Academic Performance Index growth of 915. The District serves more than 6,500 children at its seven campuses.

EEL has offered to build and provide a customized energy conservation program that is focused on organizational and behavioral change and is designed with the following goals:

- Save dollars that the District can reinvest in the people it serves,
- Preserve a quality learning environment for the District's children,
- Conserve energy for a positive impact on the environment, and
- Increase awareness to empower energy users to be energy savers.

EEL will help the District pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between EEL and the District as the program is initiated and implemented. EEL provides extensive resources, education and onsite training, action planning, and other conservation-related services, while the District works cooperatively to implement EEL's program.

As a part of this shared responsibility, EEI offers a *Fast Track* during the early months. During the *Fast Track* the District does not pay any fees to EEI; at the same time EEI delivers focus on priority elements of its Transformational Energy Management™ process for a quick start. The *Fast Track* accelerates net savings for the District.

The parties therefore agree as follows:

1. Program. On _____ (“Start Date”) EEI shall begin its work on this contract. EEI shall take immediate actions to facilitate the District’s search for an Energy Education Specialist (“energy specialist”) and shall provide the District with a people-driven energy management program that is customized to enable the District to reduce consumption of energy (“Program”).

2. Program Consultants. An EEI team of energy consultants shall deliver the Program to the District (“Program Consultants”), as follows:

- Through EEI’s on-site and ongoing assessments of the District’s facilities and based on EEI’s experience in having assessed thousands of client facilities, EEI’s Program Consultants shall deliver hundreds of recommendations that are specific to the District’s environment.
- EEI’s Program Consultants shall guide and assist the District’s Program implementation following EEI’s proven methodology, the Transformational Energy Management™ process. The attached Supplement describes areas of emphasis for EEI’s Program Consultants as they guide and assist the District’s Program implementation using EEI’s Transformational Energy Management™ process.

3. Energy Education Specialist. (a) Position and Compensation. Program implementation requires a daily focused effort that is led by one of the District’s own people – an energy specialist who can make conservation a priority while positively engaging people to conserve energy. The energy specialist position will be part-time (with a daily commitment) and the District shall not allow or assign other duties that could limit the energy specialist’s pursuit of the Program goals. The District shall pay the energy specialist at a level that is within the range recommended by EEI to attract and retain qualified people (“Compensation”).

(b) District Hiring. EEI shall serve an active and key role to assist and guide the District through its energy specialist search process - from posting the position through interviewing candidates. On the Start Date the District shall promptly begin and then continue this search process until a mutually acceptable person is identified and hired for the energy specialist position. Due to the unique nature of the position, the energy specialist must be a current or retired District employee and typically will have teaching experience. EEI’s recommendation for the energy specialist position will follow the conclusion of the posting and interview processes and is subject to the District’s approval and decision to hire or not hire. Likewise, the District will not employ any person as energy specialist that is unacceptable to EEI.

(c) Education and Training. EEI’s Program Consultants shall train the energy specialist with the skills essential for Program implementation. EEI’s comprehensive training will primarily be on-site and on-the-job. The energy specialist must attend the on-site appointments scheduled by EEI and must be receptive and responsive to EEI. EEI shall provide written education and training materials. Furthermore, EEI shall host and the energy specialist shall attend three National Training Conferences each year. The District is not required to pay any additional fees to EEI for the materials or the conferences, which are an integral part of the energy specialist’s education and training and the District’s Program implementation. The District shall pay for the travel, hotel and meal expenses associated with the energy specialist’s attendance at conferences (collectively “Travel Expenses”). EEI’s Program Consultants will be available and on-call to respond to special problems or questions through the end of the Term (as defined below).

61.

(d) *Observation and Communication.* The District is the energy specialist's supervisor and maintains full and final employment authority, e.g. hiring and firing, for this important position that is subject to high standards and performance expectations. For example, the Transformational Energy Management™ process calls for routine data entry which is monitored through weekly accountability reporting. EEI shall regularly observe the energy specialist's fit, skills, tenacity, hard work, leadership, interpersonal relationships, and performance level and results. Designating a high ranking business official as the energy specialist's supervisor directly and positively impacts Program implementation. EEI shall communicate with the energy specialist's supervisor concerning the observed performance of the energy specialist. As a part of these obligations, during the first twelve months of an energy specialist's service, EEI shall periodically advise the energy specialist's supervisor whether that person has shown the qualities to be successful in the position.

(e) *Leave Scheduling.* The energy specialist is expected to spend a majority of time out in the District facilities to drive energy savings; with times outside the instructional day being particularly valuable for the energy specialist to identify and capture savings opportunities. It is critically important (especially during the first two years of the Program) that the energy specialist be available for work during times when buildings are unoccupied and have flexibility to work nights, weekends and holidays. To allow for appropriate dialogue, the District will notify and consult with EEI before approving any requests for the energy specialist's vacation leave or other leave that (1) is in conjunction with school holidays or break periods, or (2) requires an extended absence of more than one week.

4. Program Implementation. (a) *Quick Start.* Once an energy specialist has been hired, the District will promptly begin and then continue to implement the Program at its expense.

(b) *Commitment and Communication.* In EEI's experience, the success of the District's Program implementation will be a function of the demonstrated commitment of the school board, superintendent and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 60 days after the Start Date, the school board must adopt an appropriate policy and the administration must adopt appropriate administrative guidelines reflecting the District's commitment to the Program. The District shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. EEI will work with the energy specialist to facilitate semi-annual progress reports for the school board.

(c) *Software Tool.* The effective management of energy information is a first step to achieving positive results through accountability. The District will account for energy consumption using a third party software program with which EEI's Program Consultants are knowledgeable and trained to provide support to the District. No later than 90 days after the Start Date, the District must license the EnergyCAP® energy accounting software program from EnergyCAP, Inc., or, if later recommended by EEI to its clients (e.g. because EnergyCAP ceased to be available), an alternative software program ("Software"). The District's costs for the Software are about \$13,950 for the first year and about \$2,093 per year thereafter.

(d) *Access, Authority and Control.* The energy specialist needs to have access to the District's systems controls, including the energy management systems ("EMS"), and the authority (in communication and coordination with other District personnel) to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility's equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. Per this contract, EEI will be fully engaged as a consultant to the District to provide the Program and to guide and assist the District's Program implementation. EEI's role as a consultant necessarily means that, as it should be, the District (and not EEI) will maintain exclusive control over and responsibility for District personnel and the operation and condition

62.

of all District facilities, areas and equipment. Furthermore, this contract does not alter the District's exclusive right to this control and pre-existing responsibility, if any, to provide reasonable premises safety.

(e) *No Third Party Interference.* The District shall make a good-faith effort to discourage any third party from interfering with Program implementation.

5. Savings Determination. (a) *General.* Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. The formulaic expression is:

$$\text{energy savings} = (\text{baseline period use} \pm \text{appropriate adjustments}) - (\text{reporting period use})$$

The District's savings shall be determined by the District's energy specialist and EEI using the Software to subtract the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the District for each type of energy purchased by the District) for each corresponding period ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit). EEI's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the District.

(b) *Baseline Period.* EEI and the District's energy specialist shall use the Software to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). For new construction, the District's energy specialist and EEI can use detailed, calibrated simulation analysis to compile the Base Year.

(c) *Reporting Period.* Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the energy specialist starts work and the *Fast Track* (as defined below) ends ("First Year") and each Performance Year is consecutively named. The "Second Year" means the 12 month reporting period following the end of the First Year, the "Third Year" follows the Second Year, and so on. A performance year may be suspended as set out below. Using the Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) *Appropriate Adjustments.* (i) Adjustments to the baseline recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use in the two time periods to an equivalent set of conditions.

(ii) The Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities ("Adjustment Variables"): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation, including without limitation, a one-time adjustment of 4% for load creep. Load creep is the increase in energy use (not including sewer or water) that results from a combination of: (1) plug load - the proliferation of small personal appliances and equipment that are difficult to track and record, e.g. hand-held and desktop electronics, space heaters, microwaves, small refrigerators, etc; and, (2) facility and infrastructure degradation, i.e. the gradual loss of efficiency as plant and equipment ages and wears down.

(iii) The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the District has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information can be used to create a more accurate statistical model for the District. If the District's energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any, the Savings can be determined with appropriate adjustments. If the District chooses not

to substantially implement EEI's water conservation recommendations, the Savings can be determined without including water use. If the energy specialist position is vacant or the energy specialist is off-the-job for more than 30 days, or if the District fails to substantially implement the program as determined by EEI in its sole discretion, the Performance Year can be suspended until an energy specialist is on-the-job and the District is substantially implementing the program. If a Performance Year is suspended, it will consist of twelve non-consecutive months; however, for purposes of determining savings and Performance Fees, savings, if any, during the suspended period shall continue to accrue.

6. Term. This contract shall be for a term beginning on the Start Date and ending on the last day of the Fourth Year ("Term").

7. Fast Track, Monthly Fee and Contract Continuation. (a) Fast Track. The District shall not pay any monthly fees to EEI during the *Fast Track* period, beginning on the Start Date and ending four months after the Start Date, or on such later date as determined by EEI ("Fast Track"). In the event the Performance Year is suspended as set out in paragraph 5 above, the monthly fees for the suspended period shall be deferred and the term shall be extended until 48 monthly fee payments have been made.

(b) Monthly Fee. The District shall pay EEI a fee of \$10,100 per month for 48 consecutive months ("Monthly Fee"). The District shall pay the first Monthly Fee in the month after the *Fast Track* period and EEI will bill the District on the 1st of each month for each subsequent Monthly Fee.

(c) Contract Continuation. Once the District has paid all 48 Monthly Fees to EEI and so long as the District continues to substantially implement the Program, this contract shall continue with no additional fee payments to EEI. During this continuation the District may continue to implement and utilize the Program but always subject to the District's continuing obligations in this contract regarding the Proprietary Information (as defined below).

8. Savings Guarantee. (a) EEI's commitment to the quality of the Program is evidenced by EEI's Savings Guarantee (as defined below). EEI shall reimburse the District for the difference if the District's Costs (as defined below) exceed its Total Savings, computed from the Start Date to the end of any Performance Year during the Term ("Savings Guarantee"). Due to the cumulative nature of the Savings Guarantee it is necessary to specify that EEI shall not make reimbursement for amounts that EEI has already reimbursed for a prior Performance Year. To be eligible for the Savings Guarantee the District must have employed an energy specialist as required and substantially implemented the Program. The "District's Costs" means the total amounts paid for the energy specialist's Compensation (in an amount not to exceed \$30,000 per year) and Travel Expenses, initial and renewal costs of the Software, and the Monthly Fees. EEI shall pay the District a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by EEI and the District's energy specialist. If EEI fails to make a required reimbursement, the District may terminate this contract and recover the amount of the required reimbursement from EEI.

(b) The District shall refund prior reimbursements on the Savings Guarantee to EEI if (1) the Total Savings exceed the District's Costs, computed from the Start Date to the end of a later month during the Term, or (2) the District exercises its right of Termination for Convenience (as defined below). The District shall pay EEI a required refund: (1) no later than 90 days after the results for such later month have been finalized by EEI and the District's energy specialist, or (2) on the effective date of a Termination for Convenience.

9. District Termination for Convenience. As provided in this contract EEI anticipates a long-term relationship and remains committed to the District through the Term and beyond. However, the District may terminate this contract for any reason and without cause as provided in this paragraph. To validly exercise this right to terminate for any reason and without cause (including if there is no appropriation of funding or for

any other termination that is not based on EEI's failure to perform its material obligations under this contract) (a "Termination for Convenience"), the District shall provide EEI with at least 60 days prior written notice and shall pay EEI an amount based on the termination effective date, as follows ("Termination Fee") (1) before or at the end of the First Year, \$151,500, (2) during or at the end of the Second Year, \$121,200, (3) during or at the end of the Third Year, \$109,080, or (4) during the Fourth Year, \$96,960. Upon a Termination for Convenience, the Termination Fee shall include the following additional amounts which the District shall pay EEI: (a) the unpaid Monthly Fees but only through the termination effective date (including any months which were deferred because of a suspension of the Performance Year as set out in paragraph 5 above) and (b) if the termination effective date is prior to the Fourth Year, an amount equal to \$10,100 multiplied by the number of months during the *Fast Track*. A Termination for Convenience voids the Savings Guarantee. This termination right does not limit the rights and remedies of the District. More specifically, if EEI fails to perform its material obligations under this contract, the District's legal rights and remedies are not limited by the terms of this paragraph.

10. Termination Event. Upon termination of this contract the District shall promptly: (a) return to EEI all materials and Proprietary Information previously furnished by EEI or accumulated by the District in connection with the Program, including all copies thereof; (b) discontinue the position of energy specialist; and, (c) cease using the Proprietary Information and implementing the Program.

11. Proprietary Program and Information. (a) The District will have access to and use of EEI's Transformational Energy Management™ process as well as materials that are copyrighted, trade secrets and other information that is proprietary to EEI (collectively "Proprietary Information"). Furthermore, the Proprietary Information also includes all database files created using the Software.

(b) The District agrees that the Proprietary Information (including all copies) continues to be EEI's property and should be kept confidential to the full extent permitted by law. The District shall give EEI written notice and an opportunity to respond if the District receives a third party request for Proprietary Information. The District shall not disclose the Proprietary Information to any unauthorized person or use it outside of the District or this contract. The District shall assist EEI in the protection of the Proprietary Information. The District's obligations under this paragraph survive termination of this contract.

(c) In consideration of the education and training provided by EEI, the District's energy specialist must agree not to disclose Proprietary Information to third parties or to compete with EEI. This agreement must be in writing and acceptable to EEI. Due to the inherent risk for disclosure of Proprietary Information, the energy specialist must not participate in any energy specialist user group meeting that is not sponsored by EEI.

12. Miscellaneous. This contract constitutes the entire agreement of the parties with respect to the subject matter of this contract. This contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this contract shall not affect any other provision of this contract.

Each party is signing this contract on the date stated under that party's signature.

MANHATTAN UNIFIED SCHOOL DISTRICT

ENERGY EDUCATION, INC.

By: _____

By:  _____

Name: _____

Name: John Bernard

Title: _____

Title: President - Sales & Marketing Division

Date: _____

Date: June 8, 2010

Manhattan USD, CA contract v.2-1 060810



66.

Supplement - Implementation Methodology

EEI's Transformational Energy Management™ process involves four very specific and incredibly involved components. A brief overview of each one follows:

Assessment + Planning. After the energy specialist has commenced performing duties, EEI shall work with the energy specialist to conduct on-site assessments that include examining every facility and area in the District's environment and analyzing use and requirements at all hours of the day and night. EEI shall train the energy specialist to compile temperature and humidity data, to understand many other conditions important to facility and equipment use in the District and to document the District's environment. Based on the data that is collected, EEI shall help the energy specialist construct an action plan that identifies priorities, savings opportunities, points of responsibility, optimized building scheduling profiles, proven implementation strategies and other elements critical to successful implementation and changing behavior linked to energy consumption;

Coordination + Communication. EEI knows that a decentralized campus environment supports people with very different backgrounds, areas of focus, personal concerns, levels of education, personalities, preferences, and so forth. These differences between people make coordination and communication efforts more difficult but critically important. EEI's focus is on coordination efforts that positively engage people and communication efforts that involve constant reinforcement, generating customized messages on a broad and personal level, employing various modes of communication (print, digital and face-to-face), and facilitating effective meetings, to name a few examples. Maximizing the District's savings requires that every person in the District who consumes energy be engaged in understanding how to also save it;

Leadership + Focus. Executing an effective energy conservation program that transforms organizational behavior requires daily focused effort that is led by one of the organization's people. EEI will play a crucial role and provide comprehensive services to help the District identify and hire the correct person to serve as the District's energy specialist. EEI will immerse the District's energy specialist in the Program and will provide both education and training to the energy specialist; and,

Measurement + Verification. Energy accounting software is a key tool for the District to evaluate its consumption and verify the results of the Program. The District will license a third party software program for energy accounting. For added accountability, the software will be installed and maintained by the District on a District computer. EEI's Program Consultants shall make routine on-site visits and provide off-site support for the software and to guide and assist the energy specialist in collecting and recording relevant data and using the software to create and maintain energy consumption and savings databases.

E. **CONSENT ITEM**

22. **TITLE:** Approval of Resolution No. 2010-9 Utilizing Flexibility Authorized by SBX3 4

BACKGROUND: The trailer bill SBX3 4 for the March 08/09 and 09/10 seventeen month budget requires the board pass a resolution indicating that a public meeting was held regarding the use of the flexibility options authorized in the budget.

ACTION RECOMMENDED: Staff recommends approval of Resolution No. 2010-9 utilizing flexibility authorized by SBX3 4.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: June 16, 2010

Resolution No. 2010 –9

Whereas, the Manhattan Beach Unified School District, MBUSD, has determined its students deserve the highest quality education: and

Whereas, the State’s budget reductions have resulted in serious program cuts including certificated and classified staff reductions: and

Whereas, SBX3 4 provided limited fiscal flexibility for five fiscal years to all school districts to utilize funding received from the state budget act for Tier 3 categorical programs to be used for any educational purpose: and

Whereas, MBUSD held a public hearing on June 16, 2010 expressing it’s desire to take advantage of all flexibility options and invited input from the public, including parents, community members, and all school personnel: and

Whereas, the Board of Trustees discussed how to prioritize the use of limited resources and the effect on specific programs offered by the district: and

Whereas, any transfer of funds will be used to ensure that the district’s overall goals for student learning will be at the forefront of the use of this flexibility: and

Now, therefore, be it resolved that, after the public hearing the superintendent or designee shall implement accounting procedures that identify funding sources affected and the program to which funding will be transferred to.

President, Board of Trustees

Date

E. **CONSENT ITEM**

23. **TITLE:** Developer Fees

BACKGROUND: The attached material details the District's share of Developer Fees collected during the month of May, 2010. The total received for the month of May is \$23,809.39.

ACTION RECOMMENDED: No action is recommended.

PREPARED BY: Steve Romines

DATE OF BOARD MEETING: June 16, 2010

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

DEVELOPER FEES
May 2010

<u>DATE</u>	<u>ADDRESS</u>	<u>ADDITION/ NEW CONSTRUCTION</u>	<u>SQUARE FOOTAGE</u>	<u>AMT PAID</u>
May				
11	820 Highview Ave	Addition & remodel	1234	3,245.42
14	724 29th St	Addition	1229	3,232.27
18	805 23rd St	Addition	918	2,414.34
25	206 Strand	New Construction	5672	14,917.36

Total: \$23,809.39

**Manhattan Beach Unified School District
Developer Fees
Report of Collections to Date**

1986/87	27,550.00	1997/98	858,526.83
1987/88	370,367.30	1998/99	949,097.79
1988/89	367,185.00	1999/00	845,723.70
1989/90	664,577.39	2000/01	973,429.53
1990/91	310,430.11	2001/02	887,811.27
1991/92	273,011.74	2002/03	1,028,120.90
1992/93	230,276.57	2003/04	1,101,872.99
1993/94	407,139.86	2004/05	984,925.42
1994/95	327,074.42	2005/06	1,013,410.79
1995/96	456,396.95	2006/07	990,987.60
1996/97	518,156.57	2007/08	787,883.02

2008/09	
July	25,751.91
August	53,606.66
September	72,427.57
October	27,352.00
November	12,487.24
December	40,224.65
January	30,844.64
February	2,779.91
March	12,852.85
April	16,191.07
May	12,101.51
June	23,281.85
2008/09 Total	329,901.86

2009/10	
July	20,011.47
August	3,177.04
September	17,899.78
October	29,747.93
November	19,977.48
December	17,723.57
January	42,921.60
February	25,379.50
March	42,753.28
April	37,708.94
May	23,809.39
June	
2009/10 Total	281,109.98

G. BOARD BUSINESS

1. **TITLE:** Approve **REVISED** Board Policy 5145.3, Nondiscrimination/
Harassment

BACKGROUND: The Policy has been revised to include prohibited bases of discrimination and to specify that a student may need to be provided with accommodations to protect him/her from threatened or actual harassing or discriminatory behavior. Specific language in reference to the filing of a complaint has been deleted to instead require that complaints be filed in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

FISCAL IMPACT: None

ACTION RECOMMENDED: Approve **REVISED** Board Policy 5145.3, Nondiscrimination/Harassment

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: June 16, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Students

The Board of Education **Governing Board** and Superintendent are committed to maintaining a climate of respect for the rights and dignity of all students and employees within the Manhattan Beach Unified School District. ~~The Board encourages all students to form and express their own opinions and beliefs, and will uphold all First Amendment free speech guarantees, but no student's exercise of free expression will be allowed to interfere with the rights of others to learn in an environment free from discrimination or harassment.~~ **The Board desires to ensure equal opportunities for all students in admission and access to the district's educational programs, guidance and counseling programs, athletic programs, testing procedures, and other activities.** To discriminate is to show partiality or prejudice in treatment; to harass is to trouble or torment with attacks, questions, ridicule, worries and/or misfortunes. District programs and activities shall be free from discrimination, including harassment, threats, and intimidation, with respect to gender, sex, race, color, religion, national origin, ethnic group, marital or parental status, sexual orientation, physical or mental disability, or any other personal preference or characteristic.

*(cf. 0410 - Nondiscrimination)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5146 - Married/Pregnant/Parenting Students
(cf. 6164.6 - Identification and Education Under Section 504)*

The Board prohibits discrimination, intimidation, or harassment of any student by any employee, student, or other person in the district. Prohibited harassment includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the purpose or effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects the student's educational opportunities.

School staff and volunteers shall carefully guard against segregation, bias, and stereotyping in the delivery of services, including, but not limited to, instruction, guidance, and supervision.

*(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)*

~~The Board shall not limit student access or admission to academic courses, guidance and counseling programs, athletic programs, testing procedures, vocational education, and/or and other activities based on any of the elements noted above.~~

~~Separate arrangements may be made for students according to gender in order to protect modesty in shower rooms and sex education or to accommodate the special needs of performing arts~~

Students

~~groups, drill teams, cheerleaders and the like. However, eligibility for any of the aforementioned school programs and activities shall be determined solely on the basis of objective competencies and standards equally applied to all students.~~

~~The Board prohibits intimidation or harassment of any student by any employee, student, or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities, or privileges.~~

~~Teachers will discuss this policy with their students in age appropriate ways and should assure them that they need not endure any form of discrimination or harassment. Such instruction and information shall include:~~

- ~~1. Identification of acts and behavior that constitute harassment or discrimination.~~
- ~~2. A clear message that students do not have to endure any form of harassment or discrimination. Students should be encouraged to report observed instances of harassment or discrimination, even where the victim has not complained.~~
- ~~3. Information about the person(s) at the school or in the district to whom a report of harassment or discrimination should be made, and about the process the school and/or district uses to investigate such a report.~~

~~(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)
(cf. 5145.7 - Sexual Harassment)~~

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

~~Students who harass other students *who engage in discrimination or harassment in violation of law, Board policy, or administrative regulation* shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. ~~A~~ **Any** employee who permits or engages in harassment ~~may~~ **shall** be subject to disciplinary action, up to and including dismissal.~~

~~(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21- Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

Students

Grievance Procedures

The Board hereby designates the Superintendent ~~following position~~ as Coordinator for Nondiscrimination. The Board also designates the Assistant Superintendent of Pupil Personnel Services as Title IX and Section 504 Coordinator, *to handle complaints regarding discrimination and harassment and inquiries regarding the district's nondiscrimination policies:*

***Executive Director, Student Services
325 South Peck
Manhattan Beach, CA 90266
310-318-7345***

*(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)*

Any student who believes *feels* that he/she is being discriminated against, harassed, or threatened *has been subjected to discrimination or harassment* should immediately contact the *Coordinator, the school principal, or any other staff member. Any student or school employee who observes an incident of discrimination or harassment should report the incident to the Coordinator or principal, whether or not the victim files a complaint.*

~~If the student contacts another school staff member, such as a teacher or an advisor, that person should immediately inform the principal or his/her designee of the alleged incident. If a situation involving harassment is not promptly remedied by the principal or by his/her designee, the student should contact the District's Nondiscrimination Coordinator. If the situation is still not resolved, the student can file a complaint with the Superintendent or with his/her designee, who shall determine the appropriate procedures to resolve the complaint.~~

~~*(cf. 1312.1 - Complaints concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)*~~

Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination or harassment, and the resources that are available to students who feel that they have been

Nondiscrimination/Harassment

BP 5145.3 (d)

Students

the victim of discrimination or harassment. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination on the basis of sex, especially:~~

48900.3 Suspension or expulsion for act of hate violence

~~221.5 Prohibited sex discrimination~~

~~221.7 School-sponsored athletic programs; prohibited sex discrimination~~

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

49020-49023 Athletic programs

~~51006-51007 Equitable access to technological education programs~~

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

CODE OF REGULATIONS, TITLE 5

~~4621 District policies and procedures~~

~~4622 Notice requirements~~

~~4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance~~

PENAL CODE

422.55 Definition of hate crime

~~422.6 Interference with constitutional right or privilege~~ **Crimes, harassment**

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI & VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX 1972 Education Act Amendments of the Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Students

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January, 1999

Racial Incidents and Harassment Against Students at Educational Institutions; Investigative Guidance, 59 FR 47, March, 1994

WEB SITES

CSBA: <http://www.csba.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

California Department of Education: <http://www.cde.ca.gov>

First Amendment Center: <http://www.firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

Policy

adopted: November 7, 2001

reviewed: September 5, 2007

revised:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Manhattan Beach, California

G. BOARD BUSINESS

2. **TITLE:** Review **REVISED** Administrative Regulation 5141.4, Child Abuse Prevention and Reporting

BACKGROUND: This Regulation has been updated to reflect a **NEW COURT DECISION** which held that it was unconstitutional for a social worker and law enforcement official to interview a student on school grounds regarding allegations of child abuse without a warrant, court order, exigent circumstances, or parent/guardian consent. See section entitled "Victim Interviews by Social Services."

FISCAL IMPACT: None

ACTION RECOMMENDED: Review **REVISED** Administrative Regulation 5141.4, Child Abuse Prevention and Reporting

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: June 16, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Students

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student (Education Code 49001)

(cf. 5144 - Discipline)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)

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Students

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; administrators and employees of a licensed day care facility; district police or security officers; licensed nurse or health care provider; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, **11167**)

Any person shall notify a peace officer if he/she reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury, where the victim is a child under age 14. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

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No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicably possible after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (*excluding a school district police/security department*), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11166)

Child Abuse Hotline
(800) 540-4000

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

Mandated reporters may obtain copies of the Department of Justice form from ~~either~~ the district, ~~or~~ the appropriate agency, *or online from the California Attorney General's website.*

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location and, where applicable, school, grade, and class

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- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information
- e. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to the principal. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

~~The mandated reporter shall not be required to disclose his/her identity to the principal. (Penal Code 11166)~~

~~He/she may provide or mail a copy of the written report to the principal or Superintendent or designee without his/her signature or name.~~

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Students

Training

Training of mandated reporters shall include ~~child abuse and neglect identification and mandated reporting~~ **identification and mandated reporting of child abuse and neglect.** (Penal Code 11165.7)

Training shall also include guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 5145.7 - Sexual Harassment)

Victim Interviews by Social Services

This section applies to interviews of students by representatives from the Department of Social Services investigating suspected child abuse or neglect. For interviews of students by law enforcement, see Administrative Regulation 5145.11, Questioning and Apprehension by Law Enforcement.

Whenever a representative of a government agency ~~from the Department of Social Services~~ investigating suspected child abuse or neglect ~~or the state Department of Social Services~~ deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.

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4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

~~Peace officers shall be asked to sign an appropriate release or acceptance of responsibility form.~~

(cf. 5145.11 - Questioning and Apprehension)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with a copy of the district's administrative regulation ~~that describes how to report~~ **which contain procedures for reporting** suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is other than English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

(cf. 5145.6 - Parental Notifications)

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

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Students

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, of their reporting obligations under Penal Code 11166, and of their confidentiality rights under Penal Code 11167. The district shall also provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, employees shall sign the statement indicating that they have knowledge of the reporting obligations under Penal Code 11166 and that they will comply with those provisions. The signed statements shall be retained by the Superintendent or designee. (Penal Code 11166.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee shall also notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report. (Penal Code 11166)

Regulation
approved: September 5, 2007
revised: September 17, 2008
reviewed:

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

86.

G. BOARD BUSINESS

3. **TITLE:** Review **REVISED** Administrative Regulation 5144.1, Suspension and Expulsion/Due Process

BACKGROUND: This **MANDATED** Regulation (section on "Notification to Law Enforcement Authorities") is revised to reflect **NEW LAW (AB 1390)** which requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school.

FISCAL IMPACT: None

ACTION RECOMMENDED: Review **REVISED** Administrative Regulation 5144.1, Suspension and Expulsion/Due Process

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: June 16, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Students

1. Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

~~(NOTE: 48925 definition is for "pupil" not "student")~~

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property includes, but is not limited to, electronic files and databases. (Education Code 48900(t))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. (Education Code **35291**, 48900.1, 48980)

Students

(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

A students may be subject to suspension or expulsion when it is determined that ~~the student~~ **he/she**:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be **suspended or expelled pursuant to Education Code 48900 (a)** once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(st))

2. Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object unless, in the case of possession of an object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, a controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code 11053-11058, an alcoholic beverage or intoxicant of any kind, and either **then** sold, delivered or otherwise furnished to a person another liquid, substance, or material and represented same as a controlled substance, alcohol beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property, or private property. (Education Code 48900(f))

Students

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

8. Possessed or used tobacco or *any* products containing tobacco or nicotine products, including, but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell *any* drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property. (Education Code 48900(l))

13. Possessed an imitation firearm, ~~i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.~~ (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

Students

17. Engaged in, or attempted to engage in, hazing, defined as a method of initiation or pre-initiation into a student organization, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. "Hazing" does not include athletic events or school-sanctioned events. (Education Code 48900(q))

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

18. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

19. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

20. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233; Penal Code 422.55)

Students

(cf. 5145.9 - Hate-Motivated Behavior)

21. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

4822. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, directed specifically toward a student or school personnel.

Bullying means one or more acts by a student or group of students that constitute sexual harassment pursuant to Education Code 48900.2, as defined in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education Code 32261)

An Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261(g))

~~19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)~~

~~B. A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:~~

~~1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)~~

~~2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)~~

~~3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)~~

Students

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to, the following circumstances: *(Education Code 48900)*

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity. *(Education Code 48900(s))*

cf. 5131.1 - Bus Conduct)

~~D.——Suspension shall be imposed only when other means of correction fail to bring about proper conduct. Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines that the student violated items numbered 1-5 in the "Grounds for Suspension and Expulsion" section, above, or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. *(Education Code 48900.5)*~~

~~E.——Except as provided in Education Code section 48915(e), The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. *(Education Code 48900(v))*~~

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

~~F.——Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities. *(Education Code 48900(w))*~~

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Truancy)

~~IV.——Suspension Procedures~~

Removal from Class by a Teacher/Parental Attendance

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in the "Grounds for Suspension and Expulsion" section, above.

Students

(Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. ~~If the student must remain on campus, then he/she will~~ **The student shall** be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if practicable, **and** a school administrator shall attend if ~~requested by~~ either the parent/guardian or the teacher **so requests**. (Education Code 48910)

~~During the period of removal, the student~~ **A student removed from class** shall not be returned to class without the approval of the teacher and the principal, ~~nor placed in another regular class.~~ **(Education Code 48910)**

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may ~~require~~ **provide** that the parent/guardian of a student whom the teacher ~~suspended~~ **has removed** attend a portion of a school day in his/her child's classroom. ~~when a student has been suspended by a teacher for any of the following offenses:~~

- ~~a. committing an obscene act;~~
- ~~b. engaging in habitual profanity or vulgarity;~~
- ~~e. disrupting school activities; and/or willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~

When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

This notice shall also:

Students

- a. Inform the parent/guardian when his/her presence is expected and how he/she may arrange an alternate date
- b. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

~~The principal shall contact parents/guardians who do not respond to this notice. (Education Code 48900.1)~~

Suspension by Superintendent, Principal or Principal's Designee

The Superintendent, principal or principal's designee may suspend a student from school for no more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

- 1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence*
- 2. Brandishing a knife, as defined in Education Code 48915(g), at another person*
- 3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058*
- 4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above*
- 5. Possession of an explosive as defined in 18 USC 921*

Explosive means a destructive device and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device. A destructive device includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)

Suspension also may be imposed upon a first offense if the Superintendent or principal determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

Students

A student may be suspended from school for no more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

~~The Superintendent or designee~~ *The district* may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

4. ~~Suspension Procedures.~~ Suspensions shall be initiated according to the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the *Superintendent*, principal, *or principal's* designee, ~~or the Superintendent~~ with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, ~~and presented with~~ *and* the evidence against him/her; ~~the student shall be~~ *and* given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the *Superintendent*, principal, *or* designee, ~~or the Superintendent~~ determines that an emergency situation *exists*, ~~which~~ *An emergency situation* involves a clear and present danger to the lives, safety, and/or health of students and/or school personnel, ~~exists~~. If a student is suspended ~~prior to the conference being held~~ *without this conference*, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of attending this conference. The conference shall be held within two school days, unless the student waives his/her right to the conference, or is physically unable to attend ~~the conference~~ *for any reason*. ~~In the event that the student is physically unable to attend,~~ *In such case,* the conference ~~will~~ *shall* be held as soon as the student is physically able to attend. (Education Code 48911)

Administrative Actions: All ~~student suspension referrals~~ *requests for student suspension* are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the student's name and the cause for the suspension, to the Superintendent or designee. (*Education Code 48911*)

Students

2. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Principal's Designee" above. (Education Code 48912)

Students

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by *registered or certified mail or personal service*. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, *students, or staff* may be assigned to a ~~separate~~, supervised suspension classroom, *in a separate classroom, building or site* for the entire period of suspension. The following conditions shall apply:

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The person supervising the suspension classroom shall be responsible for contacting a student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork. (~~Education Code 48911.1~~)

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Students

~~Grounds for Expulsion~~ *Authority to Expel*

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion."

The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on *either or both of the* a finding(s) that: *(Education Code 48915(b) and (e))*

1. *That* other means of correction are not feasible or have repeatedly failed to bring about proper conduct; ~~and/or~~
2. *That* due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others ~~(Education Code 48915(b) and (e))~~

~~Mandatory Recommendation and Mandatory~~ *for* Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. *Causing serious physical injury to another person, except in self-defense*
2. *Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student*
3. *Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis*
4. *Robbery or extortion*
5. *Assault or battery, as defined in Penal Code 240 and 242, upon any school employee*

~~Mandatory Recommendation and Mandatory~~ *Expulsion*

~~It is mandatory that the principal, Superintendent or designee immediately suspend and recommend that the Board expel any student that he or she determines has committed any of the following acts at school or at a school activity off grounds:~~

Students

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, *as verified by a district employee*, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence, ~~and as verified by a district employee.~~
2. Brandishing a knife *as defined in Education Code 48915(g)* at another person. ~~"Knife" means any of the following:~~
 - a. ~~Dirk, dagger or other weapon with a fixed, sharpened blade fitted primarily for stabbing;~~
 - b. ~~A weapon with a blade longer than 3.5 inches~~
 - c. ~~A folding knife with a blade that locks into place~~
 - d. ~~A razor with an unguarded blade~~
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in ~~number item~~ #14 of the "Grounds for Suspension and Expulsion" section, above.
5. Possession of an explosive *as defined in 18 USC 921* ~~The definition of "explosive" includes, but is not limited to, a bomb, grenade, rocket having a propellant charge of more than 4 ounces, a missile having an explosive or incendiary charge of more than 1/4 of an ounce.~~
(Education Code 48915(e))

Upon finding that the student committed any of the above acts, it is mandatory that the Board *shall* expel the student. (Education Code 48915)

~~B. Mandatory Recommendation, Permissive Expulsion, Supplemental Findings Required~~

~~Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, it is mandatory that the principal or the Superintendent or designee immediately suspend and recommend a student's expulsion for any of the following acts:
(Education Code 48915(a))~~

- ~~1. Causing serious physical injury to another person, except in self defense~~

Students

2. ~~Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student~~

3. ~~Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis~~

4. ~~Robbery or extortion~~

5. ~~Assault or battery, as defined in Penal Code 240 and 242, upon any school employee~~

Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel, the Board may order that the student be expelled for committing an act listed in this section, if the Board finds that:

1. ~~Other means of correction are not feasible or have repeatedly failed to bring about proper conduct; and/or~~

2. ~~Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others (Education Code 48915(b) and (e))~~

VI. ~~Expulsion Hearings~~

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. *The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))*

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

Students

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

~~B. — Expulsion Hearing Notice~~

~~1. — Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include:~~

~~a. — The date and place of the hearing.~~

~~b. — A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.~~

~~c. — A copy of the district's disciplinary rules which relate to the alleged violation.~~

~~d. — Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).~~

~~e. — The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.~~

~~(i) — Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.~~

~~(ii) — Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing.~~

~~f. — The right to inspect and obtain copies of all documents to be used at the hearing.~~

~~g. — The opportunity to confront and question all witnesses who testify at the hearing.~~

~~h. — The opportunity to question all evidence presented and to present oral and documentary~~

Students

~~evidence on the student's behalf, including witnesses. (Education Code 48918(b))~~

~~C. — Expulsion Hearing Timelines~~

~~1. — The expulsion hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))~~

~~2. — The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))~~

~~3. — If the Board finds it impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))~~

~~4. — If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))~~

~~5. — Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))~~

~~6. — The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~

~~7. — The Board's decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~

~~Rights of Complaining Witnesses in Cases Involving Sexual Assault or Sexual Battery~~

~~An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)~~

Students

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (*Education Code 48918.5*)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing, ~~including, but not limited to parent/guardian and/or legal counsel present in~~ *at* the hearing at the time he/she testifies

3. Have a closed hearing during the time he/she testifies

~~(i) — Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.~~

~~(ii) — The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.~~

~~(iii) — If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.~~

~~e. — Have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed circuit television.~~

Whenever any allegation of sexual assault or battery is made, the Superintendent or designee shall immediately advise the complaining witnesses and accused students to refrain from ~~any and all contact~~ *personal or telephone contact* with each other while *during the time when an* the expulsion process is pending. (*Education Code 48918.5*)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

- 1. The date and place of the hearing.*
- 2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.*

Students

3. A copy of district disciplinary rules which relate to the alleged violation.

4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.

7. The opportunity to confront and question all witnesses who testify at the hearing.

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed

Students

session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

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In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

a. Any complaining witness shall be given five days' notice before being called to testify.

b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.

c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

*f. Evidence of specific instances of prior sexual conduct of a complaining witness will **shall** be presumed to be inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.*

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

Students

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision Within 10 School Days: The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

7. Decision Within 40 School Days: If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

~~E. Conduct of Expulsion Hearing~~

~~1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to may meet in closed session to deliberate and determine whether or not the student should be expelled.~~

~~e. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(e))~~

~~2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))~~

~~3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee.~~

Students

~~a. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (Education Code 48918(i))~~

~~b. Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested~~

~~by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))~~

~~c. If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))~~

~~4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs.~~

~~5. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to law and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))~~

~~a. Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))~~

~~b. In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.~~

~~6. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.~~

~~a. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.~~

~~b. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.~~

Students

~~e. — The person conducting the hearing may:~~

~~(i) — Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness~~

~~(ii) — Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours~~

~~(iii) — Permit one of the support persons to accompany the complaining witness to the witness stand~~

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." (Education Code 48918(d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, ***the expulsion proceeding shall be terminated and*** the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. ***The decision to not recommend expulsion shall be final.*** (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, ***48918***)

Students

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board reaches a decision to expel the student, upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916(b))

1. Periodic review as well as assessment of the student at the time of review for readmission ~~and/or~~
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, ~~and~~ *or* other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

111.

Students

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:
(~~Education Code 48917~~)

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (*Education Code 48917*)

Students

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. *(Education Code 48917)*
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. *(Education Code 48917)*
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. *(Education Code 48917)*
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. *(Education Code 48917)*
- ~~6. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education.~~
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education, *the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.* (Education Code 48918(j))
7. *Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board.* *(Education Code 48917)*

Right to Appeals

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board of Education. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Students

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Post Expulsion Placements and Procedures

A. ~~Program of Study for Expelled Students~~

The Board shall refer expelled students to a program of study that is: *(Education Code 48915, 48915.01)*

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension ~~(Education Code 48915, 48915.01)~~

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for acts described in items # 6-13 and ~~18~~ #19-21 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

Students

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

~~B. Procedures for Readmission After Expulsion~~

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed, and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed, and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding re-admission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The Board shall maintain a record of each expulsion, including the specific cause of the

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expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

(cf. 5125 - Student Records)

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

The Superintendent or designee shall maintain the following data: *(Education Code 48900.8, 48916.1)*

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period. *(Education Code 48900.8, 48916.1)*

~~XI. — Notifications to Law Enforcement Authorities~~

~~A. — Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)~~

~~B. — The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 or 626.10. (Education Code 48902)~~

~~C. — Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other~~

Suspension and Expulsion/Due Process

AR 5244.1(dd)

Students

~~appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)~~

Regulation MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
approved: October 20, 2004 Manhattan Beach, California
revised: July 21, 2009
reviewed:

G. BOARD BUSINESS

4. **TITLE:** Review **REVISED** Administrative Regulation 5144.2, Suspension and Expulsion/Due Process (Students with Disabilities)

BACKGROUND: The Regulation (section on "Notification to Law Enforcement Authorities") has been revised to delete detailed notification requirements since these requirements are the same as for all students as reflected in AR 5144.1 - Suspension and Expulsion/Due Process

FISCAL IMPACT: None

ACTION RECOMMENDED: Review **REVISED** Administrative Regulation 5144.2, Suspension and Expulsion/Due Process (Students with Disabilities)

PREPARED BY: Ellyn Schneider, Executive Director, Student Services

DATE OF MEETING: June 16, 2010

AGENDA NOTE AGENDA NOTE AGENDA NOTE

Suspension and Expulsion/Due Process (Students with Disabilities)

AR 5144.2(a)

Students

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA), **20 USC 1400-1482**, is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)

The district shall be deemed to have knowledge that the student has a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's ~~director of special education~~ **executive director, student services** or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

The district would be deemed to not have knowledge that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to not have knowledge if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

Suspension and Expulsion/Due Process (Students with Disabilities)

AR 5144.2(b)

Students

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (34 CFR 300.530; Education Code 48903)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

The district shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the removal has been determined to be a change of placement as specified in items #1-2 above, the student's IEP team shall determine the appropriate educational services. (34 CFR 300.530)

Students

Services During Suspension

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as provided in 34 CFR 300.101(a), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If a student with disabilities is excluded from school bus transportation, the student shall be provided with an alternative form of transportation at no cost to the student or his/her parent/guardian, provided that transportation is specified in his/her IEP. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G), 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

Students

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, *although in another setting*, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

Suspension and Expulsion/Due Process (Students with Disabilities)

AR 5144.2(e)

Students

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavior intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Suspension and Expulsion/Due Process (Students with Disabilities)

AR 5144.2(f)

Students

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP team meeting shall be convened.

Suspension of Expulsion

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

~~Prior to the suspension or expulsion of any student with a disability, the principal or designee shall notify appropriate city or county law enforcement authorities of any act of assault with a deadly weapon which may have violated Penal Code 245. (Education Code 48902)~~

~~The principal or designee also shall notify appropriate city or county law enforcement authorities of acts by any student with a disability which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)~~

~~Within one school day after a suspension or expulsion of a student with disabilities, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any act by the student which may violate Education Code 48900(e) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)~~

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

Students

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Legal Reference:

EDUCATION CODE

- 35146 *Closed sessions (re suspensions)*
- 35291 *Rules (of governing board)*
- 48203 *Reports of severance of attendance of disabled students*
- 48900-48925 *Suspension and expulsion*
- 56000 *Special education; legislative findings and declarations*
- 56320 *Educational needs; requirements*
- 56321 *Development or revision of individualized education program*
- 56329 *Independent educational assessment*
- 56340-56347 *Individual education program teams*
- 56505 *State hearing*

PENAL CODE

- 245 *Assault with deadly weapon*
- 626.2 *Entry upon campus after written notice of suspension or dismissal without permission*
- 626.9 *Gun-Free School Zone Act*
- 626.10 *Dirks, daggers, knives, razors or stun guns*

UNITED STATES CODE, TITLE 18

- 930 *Weapons*
- 1365 *Serious bodily injury*

UNITED STATES CODE, TITLE 20

- 1412 *State eligibility*
- 1415 *Procedural safeguards*

UNITED STATES CODE, TITLE 21

- 812(e) *Controlled substances*

UNITED STATES CODE, TITLE 29

- 706 *Definitions*
- 794 *Rehabilitation Act of 1973, Section 504*

CODE OF FEDERAL REGULATIONS, TITLE 34

- 104.35 *Evaluation and placement*
- 104.36 *Procedural safeguards*
- 300.1-300.818 *Assistance to states for the education of students with disabilities, especially:*
- 300.530-300.537 *Discipline procedures*

COURT DECISIONS

- Schaffer v. Weast (2005) 125 S. Ct. 528*
- Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489*
- M.P. v. Governing Board of Grossmont Union High School District, (1994) 858 F.Supp. 1044*
- Honig v. Doe, (1988) 484 U.S. 305*

Suspension and Expulsion/Due Process (Students with Disabilities)

AR 5144.2(h)

Students

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep/index.html>

Regulation

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MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Manhattan Beach, California

126.